

The Gazette of India

EXTRAORDINARY

PART II—Section 3

PUBLISHED BY AUTHORITY

No. 59] NEW DELHI, MONDAY, MARCH 15, 1954

MINISTRY OF LAW

NOTIFICATION

New Delhi, the 15th March 1954.

S.R.O. 897.—In pursuance of section 56 of the Representation of the People Act, 1951 (XLIII of 1951), the Central Government hereby fixes the hours specified in column 2 of the Table below as the hours during which poll shall, if necessary, be taken at elections to the Council of States in the corresponding States specified in column 1 of that Table on the date fixed in that behalf under the Ministry of Law Notification No. F. 38(2)/54-L(II), dated the 12th March 1954.

TABLE

Name of State 1	Hours of Poll 2
Travancore-Cochin	10 A.M. to 2 P.M.
Patiala and East Punjab States Union	10 A.M. to 2 P.M.

[F. 38(2)/54-L.]

K. V. K. SUNDARAM, Secy.

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EXTRAORDINARY

PART II—Section 3

PUBLISHED BY AUTHORITY

No. 60] NEW DELHI, MONDAY, MARCH 15, 1954

MINISTRY OF FINANCE (REVENUE DIVISION)

NOTIFICATION

Customs

New Delhi, the 15th March 1954

S.R.O. 898.—In exercise of the powers conferred by Section 29 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby exempts the articles specified below (whether of British manufacture or not of British manufacture) when imported into India from so much of the duty of Customs leviable thereon under the said Act as is in excess of the duty of 45½ per cent. *ad valorem*—

Batteries for motor vehicles (including batteries which are interchangeable for automobile purposes on the one hand and radio, telephone and telegraph on the other) and plates for such batteries falling under item 73(15) of the First Schedule to the Indian Tariff Act, 1934 (XXXII of 1934).

[No. 31.]

A. K. MUKARJI, Dy. Secy.

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EXTRAORDINARY

PART II—Section 3

PUBLISHED BY AUTHORITY

No. 61] NEW DELHI, TUESDAY, MARCH 16, 1954

ELECTION COMMISSION, INDIA

CORRIGENDUM

New Delhi, the 16th March 1954

S.R.O. 940.—In the Election Commission's notifications No. 320/17/54(i) and No. 320/17/54(ii), dated the 12th March, 1954, published as S. R. Os. Nos. 888 and 889 respectively, in the Gazette of India, Extraordinary, Part II—Section 3 (No. 51) dated the 12th March, 1954, for the words "Legislative Secretariat, Trivandrum" read the words "Legislature Secretariat, Trivandrum".

[No. 320/17/54/5731.]

C. L. GOYAL, Asstt. Secy.

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EXTRAORDINARY

PART II—Section 3

PUBLISHED BY AUTHORITY

No. 62] NEW DELHI, WEDNESDAY, MARCH 17, 1954

MINISTRY OF LAW

NOTIFICATIONS

New Delhi, the 16th March 1954

S.R.O. 941.—In pursuance of section 56 of the Representation of the People Act, 1951 (XLIII of 1951), the Central Government hereby fixes the hours from 8 A.M. to 4 P.M. as the hours during which poll shall, if necessary, be taken in the Fazilka-Sirsa Parliamentary constituency in the State of Punjab on the 9th and 11th May, 1954, being the dates fixed in that behalf by the Election Commission's notification No. 100/1/11/54(2), dated the 5th March, 1954.

[No. F.40(2)/54-L.]

S.R.O. 942.—In pursuance of section 56 of the Representation of the People Act, 1951 (XLIII of 1951), the Central Government hereby fixes the hours from 8-30 A.M. to 4-30 P.M. as the hours during which poll shall, if necessary, be taken in the Bhandara Parliamentary constituency in the State of Madhya Pradesh on the 2nd and the 5th May, 1954, being the dates fixed in that behalf by the Election Commission's notification No. 100/1/7/53(2), dated the 8th March, 1954.

[No. F.40(3)/54-L.]

K. V. K. SUNDARAM, Secy.

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EXTRAORDINARY

PART II—Section 3

PUBLISHED BY AUTHORITY

No. 63] NEW DELHI, THURSDAY, MARCH 18, 1954

MINISTRY OF COMMERCE AND INDUSTRY

NOTIFICATIONS

TEA CONTROL

New Delhi, the 17th March, 1954

S.R.O. 943.—In pursuance of sub-section (3) of section 1 of the Tea Act, 1953 (29 of 1953), the Central Government hereby appoints the 1st April, 1954, as the date on which the said Act shall come into force.

[No. 32(2)-Plant/54.]

S.R.O. 944.—In exercise of the powers conferred by section 4 of the Tea Act, 1953, (29 of 1953) read with section 22 of the General Clauses Act, 1897 (X of 1897), the Central Government hereby directs that there shall be established with effect from the date of commencement of the first mentioned Act a Tea Board consisting of—

1. Shri K. C. Basak, I.C.S. as Chairman, and
2. Shri S. K. Mallick, I.C.S., Secretary, Transport and Industries Department, Government of Assam.
3. Shri B. C. Kundu, Deputy Secretary, Commerce and Industry Department, Government of West Bengal.
4. Shri V. Nanjappa, I.C.S., Chief Commissioner, Tripura.
5. Shri M. S. Sivaraman, I.C.S., Director of Agriculture, Madras.
6. Sardar Gurpreet Singh Mann, President, Kangra Valley Tea Planters' Association, Dharmsala, Kangra.
7. Shri V. V. Joseph, Additional Secretary, Development Department, Government of Travancore-Cochin.

Representing the Governments of the principal tea growing States.

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|--|---|
| 8. Shri S. H. Davies, M/s. Duncan Brothers, Calcutta. | } Representing owners of tea estates and gardens and growers of tea |
| 9. Shri G. Carlton, Indian Tea Association, (Doors Branch), Royal Exchange, Calcutta. | |
| 10. Shri H. Mackey Tallack, M/s. M.C.Neill & Barry, Calcutta. | |
| 11. Shri H. J. Walsh, Adviser, Indian Tea Association, Royal Exchange, Calcutta. | |
| 12. Shri C. M. Kothari, M/s. Kothari & Sons (Agencies) Ltd., Armenian Street, Madras. | |
| 13. Shri J. L. H. Williams, M/s. Tea Estates India Ltd., P. B. No. 13, Coimbatore. | |
| 14. Shri Birendra Chandra Ghose, Indian Tea Planters' Association, Jalpaiguri. | |
| 15. Shri Prasanna Kumar Barooah, Bosabari House, Jorhat, Assam. | |
| 16. Shri R. L. Hards, M/s. James Warren and Co. Calcutta. | } Representing persons employed on tea estates and gardens, |
| 17. Shri P. C. Chatterjee, Tripura Tea Association, 8, Mangoe Lane, Calcutta. | |
| 18. Shri K. N. Ananthasiyan, M/s. Parkins Ltd., Coimbatore. | |
| 19. Shri B. K. Nair, Indian National Trade Union Congress (Kerala Branch) Alleppey, S. India | |
| 20. Shri M. Padmanabhan, South India Plantation Workers Union, Munnar, South India. | |
| 21. Shri N. C. Bora, Shanti Pada, Dibrugarh, Assam. | |
| 22. Shri L. M. Prodhan, Doors Chai Bagan Mazdoor Sangh, Jalpaiguri. | |
| 23. Shri Parish Choudhury, General Secretary, Indian National Plantation Workers Federation. P.O. Silchar. | |
| 24. Shri Debbrata Ghose, Jalpaiguri, Care All India Trade Union Congress, R.L. Trust Building, 55, Gurgaon Road, Bombay. | } Representing dealers, including both exporters and internal traders of tea and manufacturers, |
| 25. Shri U. K. Patel, M/s. Purushottam Umedbhai & Co., Calcutta. | |
| 26. Shri K. Ghosh, M/s. A Tosh & Sons Calcutta. | |
| 27. Shri K. R. Bhansali, M/s. Kesaria & Co., Calcutta. | |
| 28. Shri O. J. Khona, M/s. O. J. Khona, Tea Dealers, Bazaar Road, Mattanchery, Cochin-2. | |
| 29. Shri J. N. Perkins, M/s. Liptons Ltd., Calcutta | } Representing consumers and other interests, |
| 30. Shri E. P. W. da Costa, The Editor, The Eastern Economist, 52, Queensway, New Delhi-1. | |
| 31. Kumari Shiva Dua, Professor, Miranda College, Delhi. | |
| 32. Shri S. Narayanaswami, M/s. Chitra & Co. 110/111, Armenian Street, Madras-1. | |
| 33. Shri C. S. Divekar, Manager, Reserve Bank of India, Calcutta. | |
| 34. Dr. J. N. Mukerji, 10, Puran Chand, Nabar Avenue, Calcutta. | } |
| 35. Shrimati Kalyani Dutt, Dibrui, Assam. | |
- as members of the said Board.

S.R.O. 945.—In exercise of the powers conferred by sub-section (9) of section 51 of the Tea Act, 1953 (No. 29 of 1953) the Central Government is pleased to direct that the first meeting of the Tea Board shall be held at 27 and 29 Brabourne Road, Calcutta, at 12 noon on Saturday the 3rd April, 1954 to conduct the following business:—

- (1) Election of Vice-Chairman.
 - (2) Election of the following Committees:
 - (i) Executive Committee; and
 - (ii) Licensing Committees for North and South India.
 - (3) Approval of the Draft Bye-laws of the Board.
 - (4) Approval of the Common Seal of the Board.
 - (5) Resolution approving the continuance of the services of all officers and employees of the Indian Tea Licensing Committee and the Central Tea Board from the 1st April, 1954 at the same rate of pay and allowance and under the same conditions of service which were applicable to them up to 31st March, 1954.
 - (6) Resolution for opening accounts of the Tea Board in its own name in the Imperial Bank of India and its branches and for operation of those accounts.
 - (7) Any other business of an urgent nature which may be permitted by the Chairman.
2. All members of the Board are requested to attend the meeting.

[No. 31(5)-Plant/54.]

A. NIYOGI, Dy. Secy.

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EXTRAORDINARY

PART II—Section 3

PUBLISHED BY AUTHORITY

No. 64] NEW DELHI, THURSDAY, MARCH 18, 1954

MINISTRY OF LAW

NOTIFICATION

New Delhi, the 18th March 1954

S.R.O. 946.—In pursuance of section 56 of the Representation of the People Act, 1951 (XLIII of 1951), the Central Government hereby fixes the hours from 8 A.M. to 12-30 P.M. and 1-30 P.M. to 5 P.M. as the hours during which poll shall, if necessary, be taken in the Kanpur District (Central) Parliamentary constituency in the State of Uttar Pradesh on the 25th April, 1954, being the date fixed in that behalf by the Election Commission's notification No. 100/1/10/53(2), dated the 5th March, 1954.

[No. F.40(1)/54-L.]

CORRIGENDUM

S.R.O. 947.—In S.R.O. No. 883 dated the 11th March, 1954 published in the Gazette of India Extraordinary, Part II—Section 3, dated 11th March, 1954, at page 325 in line 2 of the Note at the end of the list of valid nominations in respect of election to the Council of States by the elected members of the Punjab Legislative Assembly, for the words "Assembly Hall, Sector 10, Chandigarh Capital," substitute "Building of the Junior Secondary School, Chandigarh Capital."

KULDIP CHAND BEDI,

Returning Officer.

CHANDIGARH CAPITAL;

The 18th March, 1954.

[No. F.38(3)/54-L.]

K. V. K. SUNDARAM, Secy.

MINISTRY OF FOOD AND AGRICULTURE

NOTIFICATIONS

New Delhi, the 18th March 1954

S.R.O. 948.—In pursuance of the provisions of sub-clause (3) of clause 1 of the Foodgrains (Licensing and Procurement) Order, 1952, the Central Government hereby directs that the provisions of clauses 1, 2, 4, 5, 6, 7 and 8 of the said Order shall come into force on the 18th March, 1954, and the provisions of clauses 3 and 9 to 13 thereof on the 21st March, 1954, in respect of paddy and

rice in all the areas of the Bombay State excepting the eleven rationed cities *viz.*, Greater Bombay, Poona, Ahmedabad, Sholapur, Baroda, Surat, Ahmednagar, Nasik, Belgaum, Kolhapur and Hubli.

[No. PYIL-654(8)/54(1).]

S.R.O. 949.—In pursuance of the provisions of sub-clause (3) of clause 1 of the Foodgrains (Licensing and Procurement) Order, 1952, the Central Government hereby directs that the provisions of clauses 1, 2, 4, 5, 6, 7, and 8 of the said Order shall come into force on the 18th March, 1954, and the provisions of clauses 3 and 9 to 13 thereof on the 21st March, 1954, in respect of wheat in the areas specified in the schedule annexed to the Notification of the Government of India, in the Ministry of Food & Agriculture No. S.R.O. 2128, dated the 30th December, 1952, excepting Greater Bombay.

[No. PYIL-654(8)/54(II).]

S. N. BHALLA, Dy. Secy.

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EXTRAORDINARY PART II—Section 3 PUBLISHED BY AUTHORITY

No. 65] NEW DELHI, TUESDAY, MARCH 23, 1954

MINISTRY OF FINANCE (REVENUE DIVISION)

NOTIFICATIONS

CENTRAL EXCISES

New Delhi, the 23rd March 1954

S.R.O. 950.—In exercise of the powers conferred by sub-rule (1) of Rule 8 of the Central Excise Rules, 1944, the Central Government hereby exempts Rayon or Artificial Silk Fabrics from so much of the duty leviable thereon under the Central Excises and Salt Act, 1944 (I of 1944) as is in excess of one anna per square yard.

[No. 9.]

S.R.O. 951.—In exercise of the powers conferred by sub-rule (1) of Rule 8 of the Central Excise Rules, 1944, the Central Government hereby exempts from the whole of the duty leviable thereon under the Central Excises and Salt Act, 1944 (I of 1944) footwear produced in any factory in which less than 50 workers are working or were working on any day of the preceding twelve months:

Provided that in the manufacture of such footwear no process has been carried on with the aid of power.

[No. 10.]

S.R.O. 952.—In exercise of the powers conferred by sub-rule (1) of Rule 8 of the Central Excise Rules, 1944, the Central Government hereby exempts from the whole of the duty leviable thereon under the Central Excises and Salt Act, 1944 (I of 1944), the first one hundred and twenty-five tons of "Soap, household and laundry," and the first twenty-five tons of "Soap, toilet", removed for home consumption, on or after the first day of April in each financial year, from any place or premises specified in rule 9 of the said Rules.

2. This notification shall take effect from the 1st April 1954.

[No. 11.]

E. S. KRISHNAMOORTHY, Joint Secy.

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EXTRAORDINARY

PART II—Section 3

PUBLISHED BY AUTHORITY

No. 66] NEW DELHI, TUESDAY, MARCH 23, 1954

MINISTRY OF LAW

NOTIFICATION

New Delhi, the 23rd March, 1954

S.R.O. 953.—In pursuance of rule 11 of the Representation of the People (Conduct of Elections and Election Petitions) Rules, 1951, the following notification is published for general information:—

ELECTION TO THE COUNCIL OF STATES BY THE ELECTED MEMBERS
OF THE PATIALA AND EAST PUNJAB STATES UNION
LEGISLATIVE ASSEMBLY

LIST OF VALID NOMINATIONS

Final List of candidates for election

Serial No.	Name of candidate	Address of candidate
1.	Nihal Singh	Lehol Colony, Patiala.
2.	Raghubir Singh	Gali Master Mansha Ram, Jaitu Mandi (Distt. Bhatinda).

NOTE.—The poll will be taken between the hours of 10 A.M. and 2 P.M. on the 29th March, 1954 in my office (Room No. 3) in the Legislative Assembly Secretariat, Patiala.

PATIALA;
The 21st March, 1954.

R. L. NIROLA,
Returning Officer,
Secretary, PEPSU Legislative Assembly.

[No. F. 38(3)/54-L.]

K. Y. BHANDARKAR, Joint Secy.

MINISTRY OF HOME AFFAIRS**NOTIFICATION**

New Delhi, the 23rd March 1954

S.R.O. 954.—In exercise of the powers conferred by section 2 of the Part C States (Laws) Act, 1950 (XXX of 1950), the Central Government hereby directs that the following further amendment shall be made in the notification of the Government of India in the late Home Department No. 72/1/47-Public, dated the 21st February, 1947, namely:—

For modification (3), in the said notification the following modification shall be substituted, namely:—

“(3) in sub-section (4) of section 1 for the word ‘seven’ the word ‘eight’ shall be substituted.”

[No. 20/1/54-Judl.]

A. V. PAI, Secy.

The Gazette of India

EXTRAORDINARY

PART II—Section 3

PUBLISHED BY AUTHORITY

No. 67] NEW DELHI WEDNESDAY, MARCH 24, 1954

MINISTRY OF LAW

NOTIFICATION

New Delhi, the 24th March 1954

S.R.O. 1024.—In pursuance of rule 11 of the Representation of the People (Conduct of Elections and Election Petitions) Rules, 1951, the following notification is published for general information:—

**ELECTION TO THE COUNCIL OF STATES BY THE ELECTED MEMBERS
OF THE TRAVANCORE-COCHIN LEGISLATIVE ASSEMBLY**

LIST OF VALID NOMINATIONS

Final list of candidates for election

Serial No.	Name of candidate	Address of candidate
1.	Ahamed Husain.	Vallakalkara, Beach East Ward, Quilon.
2.	K. Bherathi.	T. C. 667, Vanchiyoor Division, Trivandrum.
3.	C. I. Parameswaran Pillai.	Advocate, Vanchiyoor, Trivandrum.
4.	K. P. Ramachandran Nair.	Advocate, Trivandrum.
5.	Sekhar.	Alapat House, 369, Ravipuram, Ernakulam.

NOTE.—The poll will be taken between the hours of 10 A.M. and 2 P.M. on the 29th March 1954 in the office room of the Secretary, Legislature Secretariat, Assembly Buildings, Trivandrum.

V KRISHNAMOORTHY,

Secretary, Legislative Assembly and Returning Officer.

LEGISLATURE SECRETARIAT,

TRIVANDRUM;

The 22nd March, 1954.

[No F.38(3)/54-L.]

K. Y BHANDARKAR, Joint Secy

(411)

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EXTRAORDINARY

PART II—Section 3

PUBLISHED BY AUTHORITY

No. 68] NEW DELHI, THURSDAY, MARCH 25, 1954

MINISTRY OF COMMERCE & INDUSTRY

NOTIFICATION

New Delhi, the 25th March 1954

S.R.O. 1025.—In exercise of the powers conferred by sub-section (2) of Section 1 of the Central Silk Board (Amendment) Act, 1953 (No. 31 of 1953), the Central Government hereby appoints the 25th day of March 1954 as the date from which the said Act shall come into force.

[No. 23(52)-CTB/52.]

B. K. KOCHAR, Dy. Secy.

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EXTRAORDINARY PART II—Section 3 PUBLISHED BY AUTHORITY

No. 69] NEW DELHI, SATURDAY, MARCH 27, 1954

MINISTRY OF COMMERCE AND INDUSTRY

NOTIFICATION

TEA CONTROL

New Delhi, the 25th March 1954

S.R.O. 1026.—In exercise of the powers conferred by section 49 of the Tea Act, 1953 (29 of 1953), the Central Government hereby makes the following Rules, the same having been previously published as required by sub-section (1) of the said section, namely —

THE TEA RULES, 1954

1. **Short title.**—These rules may be called the Tea Rules, 1954.
2. **Definitions.**—In these Rules, unless the context otherwise requires—
 - (i) "Board" means the Tea Board, constituted under section 4 of the Act.
 - (ii) "Chairman" means the Chairman of the Board.
 - (iii) "Committee" means any Committee constituted by the Board under Section 8 of the Act.
 - (iv) "Form" means a form set forth in the schedule to these rules.
 - (v) "Member" means a member of the Board.
 - (vi) "Secretary" means the Secretary of the Board.
 - (vii) "the Act" means the Tea Act, 1953 (29 of 1953).
 - (viii) "Vice-Chairman" means the Vice-Chairman of the Board.
 - (ix) "Year" means the year commencing on the first day of April.
3. **Office of the Board.**—The Office of the Board shall be located at Calcutta.
4. **Constitution of the Board and manner of filling vacancies.**—(1) The Board shall consist of a Chairman and the following other members who, in the opinion of the Central Government, are capable of representing the various categories mentioned in clauses (a) to (h) of sub-section (3) of Section 4 of the Act:—
 - (a) (i) one person representing the Government of Assam;
 - (ii) one person representing the Government of West Bengal;
 - (iii) one person representing the Government of Tripura.
 - (iv) one person representing the Government of Madras;
 - (v) one person representing the Government of Punjab;
 - (vi) one person representing the Government of Travancore-Cochin;
 - (b) two persons representing Parliament (one for the House of the People and one for the Council of States);

- (c) thirteen persons representing owners of tea estates and gardens and growers of tea;
- (d) seven persons representing persons employed on tea estates and gardens;
- (e) three persons representing dealers including both exporters and internal traders of tea;
- (f) two persons representing manufacturers, who manufacture and pack tea in containers upto 12 lbs.;
- (g) three persons representing consumers;
- (h) four persons representing other interests.

(2) The Central Government may make such consultations as may be necessary before appointing members of the Board.

(3) When a member of the Board dies or resigns or is deemed to have resigned or is removed from office or becomes incapable of acting, the Central Government may by notification in the official gazette appoint a person to fill the vacancy.

5. Term of Office.—(1) A member of the Board shall hold office for a period of three years from the date of his appointment.

(2) A person appointed to fill a casual vacancy under sub-rule (3) of rule 4 shall hold office so long as the member whose place he fills would have been entitled to hold office, if the vacancy had not occurred.

6. Resignation.—(1) A member of the Board may resign his office by writing under his hand addressed to the Chairman.

(2) A member of a Committee may resign his office by writing under his hand addressed to the Secretary:

Provided that a member of the Board or the Committee, as the case may be, shall not vacate his office until his resignation is accepted.

7. Removal from the Board.—The Central Government may remove any member from his office—

- (a) if he is of unsound mind and stands so declared by a competent court, or
- (b) if he is an undischarged insolvent, or
- (c) if he is convicted of a criminal offence involving moral turpitude, or
- (d) if without leave of the Chairman, he fails to attend more than three successive meetings of the Board.

8. Absence from India.—(1) Before a member of the Board leaves India:—

- (a) he shall intimate the Secretary the date of his departure from, and the date of his expected return to, India, and
- (b) if he intends to be absent from India for a longer period than six months, he shall tender his resignation.

(2) If a member leaves India without observing the provisions of sub-rule (1), he shall be deemed to have resigned with effect from the date of his departure from India.

9. Vice-Chairman.—(1) The Board shall in each year elect a member to be Vice-Chairman for a period of twelve months commencing from the date of the election.

(2) In the event of the Vice-Chairman resigning his office as such or ceasing to be a member of the Board, the Board shall forthwith elect a member to be Vice-Chairman for the unexpired portion of the term of office of the Vice-Chairman elected under sub-rule (1).

10. Minimum number of meetings of the Board.—The Board shall hold a meeting at least once in every quarter.

11. Power to call meetings.—(1) The Central Government may at any time call a meeting of the Board.

(2) The Chairman may at any time call a meeting of the Board and shall do so, if a requisition for a meeting is presented to him in writing by at least ten members.

12. Appointment of Committees.—(1) Besides the Executive Committee, there shall be the following Standing Committees of the Board, namely:—

- (a) Two Licensing Committees, one for North India and one for South India.
- (b) A Propaganda Committee.

(2) The Executive Committee shall consist of:—

- (a) the Chairman who shall be the *ex-officio* Chairman thereof;
- (b) the Vice-Chairman; and
- (c) seven other members to be elected by the members of the Board from among themselves, in such manner as may be laid down by the Board.

(3) The Licensing Committee for North India shall consist of:—

- (i) the Chairman who shall be *ex-officio* Chairman thereof; and
- (ii) six other members to be elected by the members of the Board from among themselves, in such manner as may be laid down by the Board.

(4) The Licensing Committee for South India shall consist of four members to be elected by the members of the Board from among themselves in such manner as may be laid down by the Board. The Committee shall elect a Chairman from among themselves.

(5) The Propaganda Committee shall consist of:—

- (i) the Chairman who shall be the *ex-officio* Chairman thereof; and
- (ii) eight other members to be elected by the members of the Board from among themselves in such manner as may be laid down by the Board.

(6) Nothing in this rule shall derogate from the power of the Board to constitute with the previous approval of the Central Government and for such period as may be specified by that Government in each individual case, any other Standing Committee or any *ad hoc* Committee for any of the purposes mentioned in sub-section (3) of section 8 of the Act.

13. Functions of Committees.—The Executive Committee, the Propaganda Committee and the Licensing Committee shall discharge such functions and exercise such powers, not being those mentioned in Rule 18, as may be delegated to them by the Board.

14. Absence from meetings of a Committee.—Any member of a Committee absenting himself from three consecutive meetings without leave of the Chairman shall be deemed to have vacated his seat on the Committee.

15. Filling of Casual Vacancies.—(1) Any casual vacancy on a Committee shall be filled by election at the next meeting of the Board, or the meeting subsequent thereto.

(2) A person appointed in a casual vacancy shall hold office so long as the member whose place he fills would have been entitled to hold office, if the vacancy had not occurred.

16. Business by circulation.—(1) Any business which the Board or Committee is required to transact may, if the Chairman of the Board or of the Committee so directs, be referred by circulation of papers to members, and any resolution or proposal so circulated and approved by the majority of members who have recorded their views in writing shall be as effectual and binding as if such resolution or proposal were decided by a majority of votes at a meeting:

Provided that at least ten members of the Board or a majority of the members of the Committee as the case may be, have recorded their views on the resolution or proposal:

Provided further that when a resolution or proposal is referred by circulation of papers, any five members of the Board or three members of the Committee, as the case may be, may require that the resolution or proposal be referred to a meeting and thereupon such reference shall be made to a meeting of the Board or the Committee.

(2) When any business is so referred to members by circulation, a period of not less than 14 clear days in the case of the Board and 10 clear days in the case of a Committee shall be allowed for receipt of replies from members. Such period is to be reckoned from the date on which notice of business is issued.

(3) If a resolution or proposal is circulated, the result of the circulation shall be communicated to all the members.

17. Record of Business.—(1) A record shall be maintained of all business transacted by the Board or its Committees, and copies of such record shall be submitted to the Central Government:

Provided that the records of business of a routine nature transacted by the Licensing Committees by circulation need not be submitted to the Central Government.

(2) The record of business transacted at the meetings of the Board and of the Committees shall be signed by the Chairman presiding over such meetings.

(3) When business is transacted by circulation of papers, a record of business so transacted shall be signed by the Chairman of the Board or the Committee, as the case may be, directing the circulation.

18. Restriction on delegation of powers.—(1) The Board shall not delegate any administrative or financial power to any Committee other than the Executive Committee.

(2) The Board shall not delegate any of the following powers to the Executive Committee:—

(a) the power to sanction expenditure in excess of Rs. 20,000 in respect of any one item;

(b) the power to adopt the Budget Estimates of the Board on its behalf;

(c) the power to sanction expenditure to be incurred outside India in excess of Rs. 5,000 in respect of any one item;

(d) the power to reappropriate estimated savings in excess of Rs. 2,500 in the case of any one item;

(e) the power to write off losses in excess of Rs. 1,000 in any one case.

19. Appointments.—Save as provided for in section 9 of the Act, all appointments to posts of officers and employees under the Board shall be made by the Board:

Provided that no appointment to any post of which the maximum salary exceeds Rs. 500 per mensem shall be made without the previous sanction of the Central Government.

20. Creation and abolition of posts.—The Board may on its own authority create and abolish posts carrying a maximum salary not exceeding Rs. 500 per month and, with the previous sanction of the Central Government, other posts.

21. Allowances and remunerations.—Save with the previous sanction of the Central Government, no remuneration other than travelling allowance and halting allowance shall be paid to any member of the Board on account of his service as such.

22. Export of Tea.—Any tea estate or sub-division of a tea estate shall, on application made in this behalf in accordance with Rule 23 to the Board for allotment of an export quota, have the right to receive an export quota:

Provided that no tea estate or a sub-division of a tea estate, which ceased production for three or more consecutive seasons since the commencement of the Act, shall be eligible to get an export quota in the financial year following such three or more consecutive seasons, unless it has resumed production during the season corresponding to the financial year.

23. Application for export quota.—(1) Application for export quota for any financial year shall be made in such form, as may be specified by the Board, and shall reach the Board not later than the 1st day of February of the preceding financial year.

(2) An export quota shall not be granted, without the previous sanction of the Central Government, if the application in respect thereof is not received by the Board on or before the date specified above.

24. Crop basis.—(1) The crop basis of a tea estate or a sub-division of a tea estate for any financial year shall be the best crop in any of the four calendar years previous to the preceding financial year, due allowance being made for low producing areas:

Provided that when a tea estate in production has no crop basis under this rule, the assessed crop of the estate for that year may be taken as its crop basis.

(2) When the area of a tea estate or a sub-division of a tea estate is reduced or increased by the transfer to or acquisition from another tea estate of land planted with tea, the crop basis of the estate or sub-division of the tea estate shall be reduced or increased by an amount representing as nearly as possible the contribution made by the area transferred or acquired to the crop basis of the estate of which it previously formed a part.

(3) Where a tea estate for which a crop basis has been determined becomes two or more separate estates, the crop of each such separate estate shall be determined so as to represent as nearly as possible the contribution made by the area comprised in it to the total crop basis of the original estate.

25. Meaning of crop.—(1) Crop in the preceding rule shall, after the commencement of the Act, be construed as meaning the yield or production of manufactured tea, i.e. tea either black or green produced in the usual manner for sale in the market and as shown in the return in form R.T.3 submitted to the Central Excise authorities under the Central Excise Rules, 1944:

Provided that in the absence of returns in form R.T.3, the Board may determine the crop of a tea estate or sub-division of a tea estate in such manner as it thinks best.

(2) Where tea is not manufactured by tea estates concerned or where evidence of the amount manufactured is not available, the production shall be assumed to be by weight one fourth of the weight of green tea leaf produced.

26. Export quota and crop basis.—Export quota of a tea estate or sub-division of tea estate, that is, the total quantity of tea which may be exported by the owner of the tea estate or sub-division in any financial year shall be an amount bearing to the crop basis of that estate the same proportion as the export allotment in the financial year in question bears to the total of the crop basis of all the tea estates and sub-divisions of tea estates in India for that year and when the export allotment is altered under proviso to section 19 of the Act, the export quota shall be deemed to be altered accordingly:

Provided that when an export quota of a tea estate or a sub-division of a tea estate has been reduced in consequence of an alteration or alterations during the financial year of the export allotment, any tea exported by the owner of a tea estate or sub-division of a tea estate in accordance with the export quota, as subsisting for the time being, which is in excess of the amount permitted to be exported in accordance with the export quota as finally revised for the year, shall be excluded from the computation of the total quantity of tea which may be exported by that owner during the financial year.

27. Inspectors and assessors to assist in the determination of crop basis.—The Board may appoint Inspectors or Assessors for the purpose of assisting in the determination of the crop basis, and in the discharge of its other duties. The Board may pay to them such fees as it may decide as well as actual travelling expenses.

28. Licence fees.—The Board shall charge and collect a licence fee for every export licence, special export licence, or permit issued by it at the rate of one rupee per thousand lbs. or part thereof.

Provided that the owner of a tea estate or a sub-division of a tea estate to which a quota has been allotted under section 20 of the Act may make, or the Board may require him to make, a consolidated payment of export licence fees at the rate fixed under the rules to cover the whole of the quota.

29. Copy of accounts of quotas to be furnished to tea estates.—A copy of the account of export quotas maintained by the Board under sub-section (1) of section 23 of the Act shall be furnished, on application, to the owner of a tea estate or sub-division of a tea estate who shall be required to pay a fee of Re. 1 in respect of each copy required.

30. Planting of tea.—(1) Any person desirous of planting tea on land not planted with tea shall apply to the Board in writing and shall furnish such particulars as may be required.

(2) Subject to the limitations set out in section 13 of the Act and to any other rules made in this behalf, the Board may grant or refuse the permission applied for or may grant it in part only or may call for further information from the applicant.

(3) Permission for extension of cultivation shall not be granted to any estate if the area planted with tea in that estate exceeds 500 acres, without the previous sanction of the Central Government.

31. Permission to plant tea.—The owner of a tea estate desirous of replacing tea areas by planting tea on area not planted with tea, subject to such replacement being accompanied by simultaneous uprooting of tea bushes over the area so replaced, shall apply to the Board in writing and shall submit such particulars as may be required by the Board:

Provided that permission to replace shall not be granted for an area exceeding 10 per cent. of the total permissible acreage of the tea estate as on 31st day of March, 1950.

32. Forms to be used.—The forms set out in the schedule to these rules shall be used for the purpose of provisions of the Act referred to in each form. The Board may either generally or in any particular case require such additions as it may consider necessary to be made to any such form.

33. Collection of Duty of Customs.—The duty of customs levied under section 25 of the Act shall be collected by the same agencies and in the same manner as specified under the Sea Customs Act, 1878 (VIII of 1878) or as the case may be, the Land Customs Act, 1924 (XIX of 1924).

34. Budget Estimates.—(1) The Board shall in each year prepare a budget for the ensuing year and shall submit it for the sanction of the Central Government on or before such date as may be appointed by that Government.

(2) No expenditure shall be incurred until the budget is sanctioned by the Central Government and the expenditure has received the sanction of the competent authorities.

(3) The Budget shall be in such form as the Central Government may direct and shall include a statement of:—

- (a) the estimated opening balance;
- (b) the estimated receipts by way of grant from the Central Government under section 26 of the Act and from other sources;
- (c) the proposed expenditure classified under the following heads or such other heads as the Central Government may direct:—
 - (i) administration;
 - (ii) measures for promoting the sale and increasing the consumption of tea:—
 - (a) in India (b) outside;
 - (iii) research;
 - (iv) statistics;
 - (v) others.

(4) The proposed expenditure under each head shall be further classified under the following sub-heads:—

- (i) Pay of Officers.
- (ii) Pay of Establishment.
- (iii) Allowances, honoraria etc.
- (iv) Other charges, contingencies etc.

(5) Supplementary estimates of expenditure shall be submitted for the sanction of the Central Government in such form and on such dates as may be directed by them.

35. Accounts of the Board.—(1) The Board shall maintain accounts of all receipts and expenditure relating to each year.

(2) The audited statements of receipts and expenditure together with the auditor's report thereon shall be submitted to the Central Government as soon as possible after the close of the year.

(3) An abstract of receipts and expenditure shall be published in the *Gazette of India*.

(4) The accounts of receipts shall be shown under the following heads:—

- (a) moneys received under Section 26 of the Act;
- (b) fees realised on account of licences, permits etc. issued;
- (c) any other moneys received by the Board;
- (d) interest received from investment of such moneys as aforesaid.

(5) The total receipts only shall be shown under each of the heads specified in sub-rule (4) and the opening balance, if any, shall also be stated.

(6) Expenditure incurred in the year shall be shown under separate heads and sub-heads.

(7) The closing balance of the year shall be shown at the foot of the accounts on the expenditure side:

Provided an annual *proforma* account on accrual basis shall also be prepared for bringing out assets and liabilities as well as the details of reserves and investments.

36. Power to incur expenditure.—(1) Subject to the provisions of the Act and these rules the Board may incur such expenditure as it may think fit and write off losses upto Rs. 5,000 in any one case and may delegate to the Executive Committee or to the Chairman, or Secretary such financial powers as it may consider expedient:

Provided that, save with the sanction of the Central Government no expenditure shall be incurred which is in excess of the sanctioned budget allotment under any head.

(2) Reappropriations between the heads of expenditure specified in rule 34(3) (c) above, shall not be made save with the previous sanction of the Central Government. Reappropriations between sub-heads within a head may, however, be made by the Board and subject to clause (d) of rule 18, the Board may delegate its powers in this behalf to the Executive Committee.

(3) The Board shall not incur expenditure outside India in excess of Rs. 50,000 on any one item without the previous sanction of the Central Government.

37. Borrowing Powers.—The Board may with the previous sanction of the Central Government borrow on the security of the Tea Fund or any other of its assets for meeting its expenses or for any other purposes referred to in Section 10 of the Act:

Provided that no loan shall be taken which is repayable later than six months from the date of the loan.

38. Contracts.—(1) The Board may enter into contracts provided that every contract which extends over a period of more than three years or involves expenditure in excess of Rs. 1,00,000 shall require the previous sanction of the Central Government.

(2) The Board may delegate to the Executive Committee, Chairman or Secretary such power for entering into contracts on its behalf as it may think fit.

(3) Contracts shall not be binding on the Board unless they are executed by the Chairman or Vice-Chairman and by the Secretary with the previous approval of the appropriate authority concerned and the common seal of the Board is affixed thereto.

(4) Neither the Chairman nor Secretary nor any member of the Board shall be liable for any assurances or contract made by the Board but any liability arising under such assurances or contracts shall be discharged from the moneys at the disposal of the Board.

39. Custody and disbursement of funds.—(1) The proceeds of the duty of customs levied under Section 25 of the Act, shall first be credited to the Consolidated Fund of India.

(2) The said proceeds after deducting the expenses of collection shall then be credited to a Fund named the 'Tea Improvement Fund' in 'Section P—Deposits not bearing interests (B)—Reserve Funds.

(3) The fees levied and collected by the Board under Rules 28 and 29 shall be credited to the Tea Fund.

(4) All expenditure of the Tea Board shall be charged to a separate minor Head under the Major Head "43—Industries and Supplies". The expenditure will be met from the Tea Fund to which payments to be made by the Central Government to the Board under Section 28 of the Act shall also be credited.

(5) The current accounts of the Board shall be kept in banks approved by the Central Government.

(6) Withdrawal of funds shall require the sanction of the Chairman or the Vice-Chairman.

(7) Payments by or on behalf of the Board shall be made in cash or by cheque drawn against a current account of the Board.

40. Sending persons abroad.—The Board shall not send any officer of the Board or any member of the Board to places outside India without the previous sanction of the Central Government.

Country Destination.....	*C	*Country of Destination..	*Country of Destination..	*Country of Destination....
		Quantity in words	Quantity in words	Quantity in words
		.....pounds	.....pounds	.....pounds
		Signed..... Manager or Agent(s)	Signed..... Manager or Agent (s)	Signed..... Manager or Agent (s)
		To be completed by The Tea Board.		To be completed by The Tea Board.
		Initialled that this part has been compared with the original and duplicate.		Initialled that License has been certified
	Shipped per S.S.		<div style="border: 1px solid black; padding: 5px;"> Certified as passed for Export. For and on behalf of The Tea Board. Joint Controller. Dated..... </div>	Initialled that shipment has been entered in Record Sheet
			<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;">DUPLICATE</p> Certified as passed for Export. For and on behalf of The Tea Board. Joint Controller. Dated..... </div>	
(A) Number should start from.			Shipped per S.S. Customs authority's orders Customs Officer's Signature	
		Shipped per S. S.	Dated.....	Shipped per S. S.

*Country of Destination	*Country of Destination	*Country of Destination	*Country of Destination	*Country of Destination
		Quantity in words..........pounds.	Quantity in words..........pounds.	Quantity in words..........pounds.
		Signed..... Manager or Agent(s)	Signed..... Manager or Agent(s)	Signed..... Manager or Agent(s)
		To be completed by The Tea Board.	Certified as passed for Export. For and on behalf of The Tea Board. Joint Controller.	To be completed by The Tea Board.
		Initialled that this part has been compared with the original and duplicate.	Dated	Initialled that License has been certified..... Initialled that shipment has been entered in Record Sheet.....
	Shipped per S. S.....		Shipped per S. S. Customs authority's orders Customs Officer's Signature..	DUPLICATE. Certified as passed for Export. For and on behalf of The Tea Board. Joint Controller. Dated.....
(A) Number should start from 1.		Shipped per S. S.....	Dated.....	Shipped per S. S.....
Issued subject to the conditions of the Tea Act, 1953 and the rules and by-laws pro- mulgated thereunder.	Issued subject to the conditions of the Tea Act, 1953 and the rules and by-laws pro- mulgated thereunder.	Issued subject to the conditions of the Tea Act, 1953 and the rules and by-laws pro- mulgated thereunder.	Issued subject to the conditions of the Tea Act, 1953 and the rules and by-laws pro- mulgated thereunder.	Issued subject to the conditions of the Tea Act, 1953 and the rules and by-laws pro- mulgated thereunder.

FORM No. 2
THE TEA ACT, 1953
[See Sections 17 & 21]

Form No. 2

Serial No.
License No.

Available only for export between 1st April 19
and 31st March 19 for tea pur-
chased in sale or privately,
carrying Export Rights.

Application by Messrs
This is to authorise
Messrs.....
to Export Chests/Pkgs. containing.....
lbs. net weight [in words]
..... of tea carrying Export Rights.
For and on behalf of the Tea Board.

.....
Joint Controller.

Country of Destination
Date of Application.....
Date License issued

Reference Buyer's Application Number
and Date
Initialled that authorisation has been certified.....
" " shipment has been debited against
Buyer's ledger account
Shipped per S. S.
Port of Shipment

.....
Joint Controller.

FORM No. 2
THE TEA ACT, 1953
[See Sections 17 & 21]

Form No. 2

License No.

Available only for export between 1st April 19
and 31st March 19 for tea pur-
chased in sale or privately,
carrying Export Rights.

ORIGINAL to be retained by Customs Authorities.

Date

This is to authorise
Messrs.....
to Export Chests/Pkgs. containing.....
lbs. net weight [in words]
..... of tea carrying Export Rights.
For and on behalf of the Tea Board.

.....
Joint Controller.

Country of Destination
I/We certify that the teas exported out of
India under this License were purchased by me/us
with Export Rights.

.....
Exporter.

Shipped per S. S.
Port of Shipment

Date.....

Customs Authorities Orders

Customs Officer's signature

Date.....

FORM No. 2
THE TEA ACT, 1953
[See Sections 17 & 21]

Form No. 2

License No.

Available only for export between 1st April 19 and
31st March 19 for tea purchased in sale
or privately, carrying Export
Rights.

DUPLICATE for Customs Authorities.
[To be returned to the Joint Controller after
completion of export]

Date

This is to authorise
Messrs.....
to Export Chests/Pkgs. containing..... lbs.
net weight [in words]
..... of tea carrying Export Rights.
For and on behalf of the Tea Board.

.....
Joint Controller.

Country of Destination
I/We certify that the teas exported out of India
under this License were purchased by me/us with
Export Rights.

.....
Exporter.

Shipped per S. S.
Port of Shipment

Date.....

Customs Authorities Orders

Customs Officer's signature

Date.....

FORM No. 2-A
THE TEA ACT, 1953
(See Section 22)

FORM No. 2-A
THE TEA ACT, 1953
(See Section 22)

FORM No. 2-A
THE TEA ACT, 1953
(See Section 22)

Form No. 2-A.

Serial No.
License No.

Special Export License covering teas purchased in sale or privately carrying export rights, unshipped at 31st March 19 shipment of which may be effected up to and including 19

Application by Messrs.

This is to authorise
Messrs.
to Export Chests/Pkgs. containing
lbs. net weight (in words)
..... of tea carrying Export Rights.
For and on behalf of the Tea Board.

Joint Controller.

Country of Destination

Date of Application

Date License issued

Reference Buyer's Application Number
and Date

Initialled that authorization has been certified
" " shipment has been debited against Buyer's
" " ledger account

Shipped per S. S.
Port of Shipment

Joint Controller.

Form No. 2-A.

License No.

Special Export License covering teas purchased in sale or privately carrying export rights, unshipped at 31st March 19 shipment of which may be effected up to and including 19

ORIGINAL to be retained by Customs Authorities.

Date

This is to authorise
Messrs.
to Export Chests/Pkgs. containing lbs.
net weight (in words)
..... of tea carrying Export Rights.
For and on behalf of the Tea Board.

Joint Controller.

Country of Destination
I/We certify that the teas exported out of India
under this License were purchased by me/us with
Export Rights.

Exporter.

Shipped per S. S.
Port of Shipment

Date

Customs Authorities Orders

Customs Officer's signature

Date

Form No. 2-A.

License No.

Special Export License covering teas purchased in sale or privately carrying export rights, unshipped at 31st March 19 shipment of which may be effected up to and including 19

DUPLICATE for Customs Authorities.
(To be returned to the Joint Controller after completion of export.)

Date

This is to authorise
Messrs.
to Export Chests/Pkgs. containing lbs.
net weight (in words)
..... of tea carrying Export Rights.
For and on behalf of the Tea Board.

Joint Controller.

Country of Destination
I/We certify that the teas exported out of India
under this License were purchased by me/us with Ex-
port Rights.

Exporter.

Shipped per S. S.
Port of Shipment

Date

Customs Authorities Orders

Customs Officer's signature

Date

FORM No. 3

THE TEA ACT, 1953

(See Sections 17, 21 & 24)

Export of Tea by Post

1		2	3
Description and weight of packing used		Net weight of tea in pounds	Gross weight of postal article in pounds (Column 1 added to Column 2)
Description	Weight in pounds		

This license for the export of tea by post has been issued by me under Sections 17 & 21 of the Tea Act, 1953, to cover.....lbs. net of tea as per Column. (2) above.

Dated.....

For and on behalf of
TEA BOARDSigned.....
Joint Controller.

FORM No. 3-A

TEA BOARD

**Special Postal Export License valid
between 1st April and 31st May**License No..... for export of tea by post issued
to

1		2	3
Description and weight of packing used		Net weight of tea in lbs.	Gross weight of postal article in pounds (Col. 1 added to Col. 2)
Description	Weight in lbs.		

This License for the export of tea by post has been issued by me under Section 17 of the Tea Act, 1953, to cover..... lbs. net of tea as per col. (2) above.

Dated.....19....

For and on behalf of
TEA BOARD

Joint Controller.

FORM No. 4

THE TEA ACT, 1953

[See Section 21 (2)]

Form No. 3

Regd. No.....Estate.....

P. O.....District.....

Agents (if any).....

Dated.....195

THE JOINT CONTROLLER,

TEA BOARD.

DEAR SIR,

TRANSFER OF EXPORT QUOTA RIGHTS

I/We have to advise having SOLD to the.....
 Tea Estate Regd. No.....(Quantity in words)
pounds (.....lbs.) of export quota rights.

Please register this transfer.

Yours faithfully,

In the case of an Agent signing on behalf of a
 proprietor, evidence of his authority to sign must
 be produced.

FORM No. 4-A

THE TEA ACT, 1953

[See Section 21 (2)]

Form No. 3-A

Regd. No.....Estate.....

P. O.....District.....

Agents (if any).....

Dated.....195

THE JOINT CONTROLLER,

THE TEA BOARD.

DEAR SIR,

TRANSFER OF EXPORT QUOTA RIGHTS

I/We have to advise having BOUGHT from the.....
 Tea Estate Regd. No.....(Quantity in words)
pounds (.....lbs.) of export quota rights..

Please register this transfer.

Yours faithfully,

In the case of an Agent signing on behalf of a
 proprietor, evidence of his authority to sign must be
 produced.

NOTE. --This transfer form in the case of Companies incorporated in Great Britain or Tea Estates owned by Proprietors not resident in India should be signed by their Secretaries or Agents or Managing Agents in India; in case of Companies incorporated in India by the Secretaries or Agents or Managing Agents, and in the case of privately owned Tea Estates by the Managing Proprietor, or by one Proprietor if he be sole owner who should append the words "Sole Proprietor" after his signature, or by their or his duly authorised Agent.

Shipped by S. S. or train	Shipped by S. S. or train	Shipped by S. S. or train
From Port, or Railway Station <i>via</i>	From Port, or Railway Station <i>via</i>	From Port, or Railway Station <i>via</i>
To Port, or Railway Station	To Port, or Railway Station	To Port, or Railway Station
Date	Date	Date
Signature of Guarantor Firm or Individual despatching the consignment	Signature of Guarantor Firm or Individual despatching the consignment	Signature of Guarantor Firm or Individual despatching the consignment
.		
Countersigned by— <u>NO OBJECTION</u>	Countersigned by— <u>NO OBJECTION</u>	Countersigned by— <u>NO OBJECTION</u>
. Signature of Customs Officer . . . . .	. . . . . Signature of Customs Officer . . . . .	. . . . . Signature of Customs Officer
Joint Controller, Date	Joint Controller, Date	Joint Controller, Date
TEA BOARD. Remarks	TEA BOARD. Remarks	TEA BOARD. Remarks
.

FORM No. 6

THE TEA ACT, 1953

(See Section 17)

Permit for the export of tea seed

In pursuance of sub-section (2) of section 17 of the Tea Act, 1953 this permit is issued on behalf of the Central Government to..... for the export of tea seed in respect of the consignment described below—

Name of exporter	Name of tea garden from which tea seed is exported	Name of consignee	Description of consignment	Net weight in pounds of tea seed exported	Method of export

On behalf of the Central Government,

Signature.....

Designation.....

Dated.....

[No. 46(2)-Plant/53.]

A. NIYOGI, Dy. Secy.

The Gazette of India

EXTRAORDINARY PART II—Section 3 PUBLISHED BY AUTHORITY

No. 69A] NEW DELHI, SATURDAY, MARCH 27, 1954

MINISTRY OF COMMERCE AND INDUSTRY

NOTIFICATION

New Delhi, the 27th March 1954

S. R. O. 1026-A.—The following Notification issued by the Iron and Steel Controller under Clause II-B of the Iron and Steel (Control of Production and Distribution) Order, 1941, is published for general information :

“NOTIFICATION

In exercise of the powers conferred by Sub-clause (1) of clause II-B of the Iron and Steel (Control of Production and Distribution) Order, 1941, the Iron and Steel Controller hereby notifies the following maximum prices for various controlled categories of steel. The revised prices will be effective from the 29th of March, 1954, and will supersede those published in the Ministry of Commerce and Industry Notification No. SC(A)-2(90)/52, dated the 22nd September, 1952, published in the *Extraordinary Gazette of India* on the 22nd September, 1952, under S. R. O. No. 1615.

SCHEDULE OF BASE PRICES

(Price in Rupees per ton.)

Basic Price Item No.	Materials	Maximum Base Prices at Calcutta, Bombay and Madras					
		Col. I		Col. II		Col. III	
		For sales by Registered Producers		For sales by Controlled Stockholders		For sales by all persons other than Registered Producers and Controlled Stockholders	
		Un-tested	Tested	Un-tested	Tested	Un-tested	Tested
		Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
A.—Bars, Structural and Plates etc.							
1	Bars and Rods (Rounds and Squares below 3" and Flats up to and including 5" wide)	400	445	430	480	445	495

SCHEDULE OF BASE PRICES—*contd.*

(Price in Rupees per ton.)

Base Price Item No.	Materials	Maximum Base Prices at Calcutta, Bombay and Madras					
		Col. I		Col. II		Col. III	
		For sales by Registered Producers		For sales by Controlled Stockholders		For sales by all persons other than Registered Producers and Controlled Stockholders	
		Un-tested	Tested	Un-tested	Tested	Un-tested	Tested
		Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
2.	Bars other sizes (Rounds and Squares 3" and above and Flats over 5" wide) . . .	390	435	420	470	435	485
3.	Structurals, bearing plates and crossing Sleeper Bars . . .	395	440	425	475	440	490
4.	Plates, 3/8" and up . . .	459	507	489	542	504	557
*7.	Chequered Plates 1/4" and up . . .	505	548	535	583	550	598
8.	Boiler Plates 3/8" and up . . .	..	548	..	583	..	598
9.	Black sheets Gauge 10 to 14 . . .	477	522	512	557	527	572
10.	Galvanised Corrugated sheets Gauge 24 in lengths 6/10 ft. . .	665	665	700	700	715	715
11.	(a) Heavy Rails above 30 lbs. . .	..	411	..	441	..	456
	(b) Heavy Rails second class . . .	386	..	416	..	431	..
12.	Fish plates for Heavy Rails . . .	459	512	489	547	504	562
13.	Light Rails 30 lbs. and below . . .	431	..	456	..	471	..
14.	Fish plates for Light Rails . . .	537	..	567	..	582	..
15.	Tool Steel Bars (TSC/2/2A) . . .	..	545	..	580	..	595
16.	Bullet Proof Plates Specn. IT 70 C. . .	..	810	..	840	..	860
17.	Shell Steel Blooms 8" and 10" squares . . .	..	454	..	489	..	504
18.	Shell Steel Bars 5/8" to 6" dia. and Gothic Sec. . .	..	471	..	506	..	521
19.	(a) Blooms and Slabs . . .	266	286	296	321	311	336
	(b) Billets . . .	286	306	316	341	331	356
20.	Box Strapping :—						
	(a) 3/4" × 24BG . . .	1,120	..	1,155	..	1,175	..
	(b) 1/2" × 24/26BG . . .	1,170	..	1,205	..	1,225	..
21.	Baling hoops in coils over 100' ft. in length :—						
	(a) 3/4" × 19/20 BG . . .	755	..	790	..	810	..
	(b) 1" × 1/16" . . .	635	..	670	..	690	..

* Items 5 and 6 deleted.

Notwithstanding the rates at which an order has been booked or the materials paid for, the revised prices shall apply to all deliveries effected on or after the 29th of March, 1954.

C. R. NATESAN,
Iron and Steel Controller."

[No. SC(A)-2 (123)/54.]
B. B. SAKSENA, Dy. Secy.

The Gazette of India

EXTRAORDINARY

PART II—Section 3

PUBLISHED BY AUTHORITY

No. 69-B] NEW DELHI, SATURDAY, MARCH 27, 1954

MINISTRY OF COMMERCE AND INDUSTRY

NOTIFICATION

New Delhi, the 27th March 1954

S.R.O. 1026-B.—In exercise of the powers conferred by sub-section (2) of Section 1 of the Central Silk Board (Amendment) Act, 1953 (No. 31 of 1953), the Central Government hereby appoints the 25th day of March 1954 as the date from which the said Act shall come into force

[No. 23(52)-CTB/52.]

B. K. KOCHAR, Dy. Secy.

(432-C)

The Gazette of India



EXTRAORDINARY

PART II—Section 3

PUBLISHED BY AUTHORITY

No. 70] NEW DELHI, MONDAY, MARCH 29, 1954

MINISTRY OF LABOUR

NOTIFICATION

New Delhi, the 11th March 1954

S.R.O. 1027.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madurai, in the industrial dispute between certain employers at Port Cochin and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
MADURAI

Thursday, the 4th February 1954

PRESENT:

Sri E. Krishnamurthi, M.A., B.L., Industrial Tribunal at Madurai.

INDUSTRIAL DISPUTE NO. 18 (CENTRAL) OF 1951

BETWEEN

The labourers engaged in the Stevedore, Lighterage and Head-load Labour in the Port of Cochin, represented by:

- (1) The Cochin Thuramukha Thozhilali Union, Mattancherry,
- (2) The Cochin Port Cargo Labour Union, Mattancherry,
- (3) The Cochin Port Thozhilali Union, Cochin,
- (4) The Cochin Pandiksesala Thozhilali Union, Mattancherry.—*Petitioners.*

AND

The employers of Stevedore, Lighterage and Head-load Labour, in the Port of Cochin, viz.,

1. P. B. Abdulrahman Kutty, Cochin,
2. P. A. Abdulrahman Kutty, Cochin,
3. Mr. Tejpal Liladhar, Stevedore, Mattancherry,
4. M/s. O. V. A. Hydross and Sons, Stevedore, Mattancherry,
5. M/s. Poovath Paree and Sons, Calvetty, Cochin,
6. Mr. J. W. D'Cruz & Sons, Stevedore, Fort Cochin,
7. Mr. W. H. D'Cruz & Sons, Stevedore, Fort Cochin,
8. Mr. B. Paul Abrao, Stevedore, Fort Cochin,
9. The General Traders Ltd., Stevedore, Mattancherry,
10. M/s. E. M. Andrew & Bros., Stevedore, Fort Cochin,
11. M/s. Sorabji & Co., Stevedore, Jew Town, Mattancherry,
12. M/s. K. B. Jacob & Sons, Stevedore, Fort Cochin,
13. Mr. K. M. Hamsa, Stevedore, Calvetty, Fort Cochin,
14. Mrs. Abdulla Oomer Sait, "Oomer Manzil", Cochin,
15. M/s. Darabshaw B. Cursetjee's Sons, Willingdon Island,

16. M/s. South India Corporation Ltd., Stevedore, Willingdon Island, Cochin,
17. Mr. S. M. Soopukutty, Stevedore, Mattancherry,
18. Mr. C. M. Bava, Stevedore, Mattancherry,
19. The Cochin Pilot Stores, Cochin,
20. The Mercantile Marine Supplies Agency, Fort Cochin,
21. Mr. A. Lopez, Sea View, Vypeen, Fort Cochin,
22. M/s. Majeed & Khader, Stevedore, Fort Cochin,
23. The Manager, H. E. Day and Company, Cochin,
24. The Manager, Pierce Leslie and Company, Cochin,
25. The Manager, Aspinwall Company, Cochin,
26. The Manager, A. V. Thomas and Company, Cochin,
27. The Manager, Vokkart Brothers, Cochin,
28. The Manager, Bombay Company, Cochin,
29. The Manager, Harisons and Crossfield, Cochin,
30. The Manager, Vasu Brothers, Cochin,
31. The Manager, Parry and Company, Cochin,
32. The Manager, Darrah Smail Company, Cochin,
33. The Manager, Mattheson Bosanquet, Cochin,
34. The Manager, Madura Company, Cochin,
35. The Manager, C. K. Cherialdulla, Cochin,
36. The Manager, P. Usman and Company, Cochin,
37. The Manager, Messrs. B. J. Khona, Mattancherry, Cochin,
38. Messrs Akbar Badshah, Mattancherry, Cochin,
39. Messrs National Steamship Company, Mattancherry,
40. Messrs C. K. N. Mehta & Co., Ltd., Mattancherry,
41. Messrs S. P. Arunachalam Chettiar, Mattancherry,
42. Messrs S. Kuppan Chettiar, Mattancherry,
43. Messrs Sha Dwarkadas Vallabhadas, Mattancherry,
44. Messrs General Traders Ltd., Mattancherry,
45. Messrs Nandagopal and Company, Mattancherry,
46. Messrs Mookkan Devassy Ouseph & Sons, Mattancherry,
47. Messrs John Thomas Porathukaran, Mattancherry,
48. Messrs A. R. Chokkalingam Chettiar, Mattancherry,
49. Messrs Shaw Devachand Moolji, Mattancherry,
50. Messrs Shah Haridas Madavji & Co., Mattancherry,
51. Messrs Makkar Pillai and Sons Ltd., Mattancherry,
52. Messrs A. V. George and Company, Mattancherry,
53. Messrs S. C. N. Sanyal and Company, Mattancherry,
54. Messrs Abdulrahman Gulam Hussain, Mattancherry,
55. Cochin Transporting Company, Mattancherry,
56. Sitaram Warehouse, Mattancherry,
57. Maniklal Bhagavanji, Mattancherry,
58. Yogia Pai Narayana Pai, Mattancherry,
59. Poptlal Moolji, Mattancherry,
60. The Eastern Trading Company, Mattancherry, Cochin,
61. Kamathi & Co., Mattancherry,
62. Oomersee Javath Khona, Mattancherry,
63. Shah Poptlal Dayabhai, Mattancherry,
64. Mercantile Marine Service, Mattancherry,
65. Malabar Steamship Company, Mattancherry,
66. K. Johar and Company, Mattancherry,
67. Philipsons and Sons, Mattancherry,
68. A. N. Gunashenoi & Brothers, Mattancherry,
69. Y. A. Lonan Merchant, Mattancherry,
70. J. P. Brothers, Mattancherry,
71. Anderson Dawn and Company, Mattancherry,
72. K. V. John Merchant, Mattancherry,
73. Haji Ibrahim Kassam, Mattancherry,
74. C. L. Vareed, Mattancherry,
75. Javarilal Anand Ji,
76. Anthony Chandy Brothers, Mattancherry,
77. Abdul Hussain Abdul Khader & Co., Mattancherry,
78. P. D. Jappy Brothers, Mattancherry,
79. Shah Lakshmi Chand Tokershi, Mattancherry,
80. Shah Hirachand Madhawji, Mattancherry,
81. Pengal Vittal Nayak and Co., Mattancherry,
82. Bhagavandas Jummnadas, Mattancherry,
83. Mohamediah Steamship Company, Mattancherry,
84. South East Asia Shipping Company, Mattancherry,
85. A. R. Sulaiman & Co., Mattancherry,
86. M. R. Iyyappoo and Company, Mattancherry,

87. Indian Company, Mattancherry,
88. G. L. Kilikar, Mattancherry,
89. J. B. Adwani & Co., Ltd., Mattancherry,
90. Goverdhan Hathi Bai & Co., Mattancherry.
91. S. Palaniappa Pillai Merchant, Mattancherry,
92. R. M. S. Gopalakrishna Pillai, Merchant, Mattancherry,
93. Rasid Brothers, Merchant, Mattancherry,
94. Shri Jai Narayan Traders, Merchant, Mattancherry,
95. Das and Company, Singaporowala, Merchant, Mattancherry,
96. Gujarathi Travancore Agency, Merchant, Mattancherry,
97. Scindia Steam Navigation Co., Merchant, Mattancherry,
98. The Hindustan Agencies, Merchant, Mattancherry,
99. Nenshi Devashi Kathawala Ltd., Mattancherry,
100. S. V. Ramaswamy, Merchant, Mattancherry,
101. Chakola Lonappan Palu, Merchant, Mattancherry,
102. Ismail and Devassy, Merchant, Mattancherry,
103. K. A. Davies B.A., & B.L., Merchant, Mattancherry,
104. Gulabdas T. Shah, Merchant, Mattancherry,
105. Indus Export and Import, Merchant, Mattancherry,
106. Kerala Mercantile Syndicate, Merchant, Mattancherry,
107. Dulichand Omraolal, Merchant, Mattancherry,
108. K. V. Jacob and Company, Merchant, Mattancherry,
109. S. N. V. Nataraja Pillai, Merchant, Mattancherry,
110. Dawood Essa Essak, Merchant, Mattancherry,
111. Bengal Bag Company, Merchant, Mattancherry,
112. Narayanan Annappa Nayak & Co., Merchant, Mattancherry,
113. The Trading Corporation, Merchant, Mattancherry,
114. Vcerji Deya and Company, Merchant, Mattancherry,
115. A. S. Bava and Sons, Merchant, Mattancherry,
116. Sha Manikji Nagsi, Merchant, Mattancherry,
117. Union Grain Supply Company, Merchant, Mattancherry,
118. Duvan Haji Peermohamed Moosa, Merchant, Mattancherry,
119. General Trading Company, Merchant, Mattancherry,
120. J. H. Patel Company, Merchant, Mattancherry,
121. V. N. Subramanyam, Merchant, Mattancherry,
122. Ranjit and Company, Merchant, Mattancherry,
123. Malabar Spices and Company, Merchant, Mattancherry,
124. K. Rengappa Balinga and Company, Merchant, Mattancherry,
125. Union Coir Traders, Merchant, Mattancherry,
126. Govindji Brothers Ltd., Merchant, Mattancherry,
127. P. N. V. Bandari, Merchant, Mattancherry,
128. D. C. Johar and Sons, Merchant, Mattancherry,
129. Sorabji and Company, Merchant, Mattancherry,
130. C. A. Abdul Wahab, Merchant, Jew Town,
131. K. Raman Nair, Merchant, Jew Town,
132. E. M. S. Sheik Abdul Khader, Merchant, Jew Town,
133. Byyath Brothers, Merchant, Jew Town,
134. S. Kader Moideen Rowther, Merchant, Jew Town,
135. Malabar Coir Supply Company, Merchant, Jew Town,
136. S. N. Lekshmana Iyer & Co., Merchant, Jew Town,
137. Haridas Chatturbhuji, Merchant, Jew Town,
138. M. A. Abdul Latiff and Company, Merchant, Jew Town,
139. A. C. Shaik Mohamed Rowther, Merchant, Jew Town,
140. T. N. Noormohamed and Co., Merchant, Jew Town,
141. Abdulrahiman Haji Jacob, Jew Town,
142. B. M. Peter, Jew Town,
143. Government Sub Depot, Jew Town,
144. Narielwala & Co., Ltd., Jew Town,
145. Lover Brothers, Mattancherry,
- 145A. R. M. Parekh, Mattancherry,
146. Season Company, Mattancherry,
147. E. N. Gopichandran, Mattancherry,
148. Pothan Joseph Sons, Mattancherry,
149. T. T. Krishnamachari, Mattancherry,
150. Shri Haridas Madhavji, Mattancherry, Cochin,
151. Lekshmichand Rathensy, Mattancherry,
152. Chandy Devassikutty, Mattancherry,
153. Ismail Sooyi, Mattancherry,
154. Sampoorna Company, Mattancherry,
155. National Company, Mattancherry,
156. V. N. S. Kuppayandi Chettiar, Jew Town, Mattancherry,
157. P. S. N. S. Ambalavana Chettiar, Jew Town, Mattancherry,

158. Moolji Jaitha Co., Jew Town, Mattancherry,
159. M. B. Khona, Jew Town, Mattancherry,
160. New Dolera Steamship Ltd., Mattancherry,
161. Gujarathi Tobacco, Cochin,
162. A. K. Bava, Cochin,
163. B. T. Patel, Cochin,
164. V. E. Abdulkader, Cochin,
165. U. C. Patel, Cochin,
166. M. Patel, Cochin,
167. P. Perumal Pillai, Cochin,
168. B. J. Patel, Cochin,
169. Karasandas Brothers, Cochin,
170. K. B. Patel, Merchant, Cochin,
171. A. B. Abdul Khader, Merchant, Cochin,
172. S. Kassan Koya, Merchant, Cochin,
173. H. T. Shah Company, Merchant, Cochin,
174. V. M. Mammukutty, Merchant, Cochin,
175. V. Moideen and Sons, Merchant, Mattancherry,
176. V. K. Govindan Nair, Merchant, Mattancherry,
177. R. K. Mohamed, Merchant, Mattancherry,
178. S. G. Nagdas, Merchant, Mattancherry,
179. Kesavan Nair and Company, Merchant, Mattancherry,
180. T. B. Abdullah and Company, Merchant, Mattancherry,
181. Binny and Company, Merchant, Mattancherry,
182. C. C. Wakefield & Co., Ltd., Merchant, Mattancherry,
183. J. C. W. Ltd., Merchant, Mattancherry,
184. Makkar Pilla Company, Merchant, Mattancherry,
185. Bata Company, Merchant, Mattancherry,
186. K. Azaria Tea Ltd., Merchant, Mattancherry,
187. Comersee Javath Khona, Merchant, Mattancherry,
188. Eastern Trading Company, Merchant, Mattancherry,
189. Pulikken Ouseph Anthony & Chacko, Merchant, Mattancherry,
190. C. P. Gopalan Nair, Merchant, Mattancherry,
191. Abdul Hassein Akberally Kathawala, Mattancherry,
192. Manilal Company, Merchant, Mattancherry,
193. M. V. Thomas, Merchant, Mattancherry,
194. M. V. Joseph, Merchant, Mattancherry,
195. C. P. Lonappan, Merchant, Mattancherry,
196. V. S. Neelakantan, Merchant, Mattancherry,
197. K. Perumal, Merchant, Mattancherry,
198. P. M. Kamakshi Nadar, Merchant, Mattancherry,
199. P. T. Varghese, Merchant, Mattancherry,
200. M. I. Rappel and Co., Merchant, Mattancherry,
201. Veerji Deya & Co., Merchant, Mattancherry,
202. Central Trading Company, Merchant, Mattancherry,
203. Kerala Produce Agency, Merchant, Mattancherry,
204. South India Produce Co., Merchant, Mattancherry,
205. Mavji Khanji, Merchant, Mattancherry,
206. P. J. Cherian, Merchant, Mattancherry,
207. Sunderdas Rathensy, Jew Town, Mattancherry,
208. L. Annaswami Iyer & Sons, Jew Town, Mattancherry,
209. N. D. Arwary, Jew Town, Mattancherry,
210. Vasanji Lekemsee, Jew Town, Mattancherry,
211. Trikundas Arjun Bai & Co., Jew Town, Mattancherry,
212. Purakkal Brothers, Jew Town, Mattancherry,
213. K. Neelakanta Pillai, Jew Town, Mattancherry,—*Respondents*.

Mr. M. K. Raghavan and Mr. Ramachandra Menon, Advocates for Cochin Thuramukha Thozhilali Union,

Mr. T. C. Narayanakutty Menon, Advocate, for Cochin Port Cargo Labour Union and Cochin Pandikesala Thozhilali Union,

Mr. B. Balagangandhara Menon, Advocate, for Cochin Port Thozhilali Union, Cochin,

Sri G. B. Pai, Sri P. Govindan Nair, and

Sri K. V. R. Shenoi, Advocates, Ernakulam for certain of the employers.

AWARD

By L. R. 2(345) dated 19th July 1951, the Government of India, Ministry of Labour, New Delhi, referred to Shri T. S. Viswanatha Iyer, B.A., M.L., the then Industrial Tribunal, Madurai, for adjudication the dispute between certain employers and their workmen at Port Cochin.

2. By L. R. 2(345) I dated 13th October 1952, the Government of India, Ministry of Labour, New Delhi, referred to me for adjudication the dispute between the certain employers at Port Cochin and their workmen.

3. This dispute arises as between certain employers in the Port of Cochin and workmen working in the said Port.

4. Statements of demands were filed on behalf of (1) The Cochin Turamukha Thozhilali Union, Port Cochin, and (2) The Cochin Port Cargo Labour Union, Mattancherry, in respect of the matters in dispute.

5. A petition was filed on 30th December 1952, to implead another Union, Cochin Pandikesala Thozhilali Union, Mattancherry, and the said Union was impleaded by consent of all parties by order dated 5th January 1953. Subsequently, another Union, the Cochin Port Thozhilali Union, Cochin, sought to come on record and a petition was presented on its behalf on 17th February 1953. This was opposed, by the other Unions. Subsequently, the said Union was directed to be impleaded as a party by order dated 7th March 1953.

6. No statement of demands was filed by the Cochin Pandikesala Union, and the Cochin Port Thozhilali Union. It was represented, that the former stood generally by the demands of the Cochin Port Cargo Labour Union, and the latter by the demands raised by the Cochin Thuramukha Thozhilali Union.

7. On behalf of certain of the employers viz., Nos. 16, 23 to 34, 37, 39, 40, 41, 43, 46, 47, 48, 50, 54, 58, 60, 63, 64, 65, 67, 68, 75, 76, 79, 80, 85, 87, 90, 94, 96, 99, 101, 102, 103, 107, 112, 115, 120, 123, 126, 129, 132, 136, 142, 144, 145, 148, 152, 155, 157, 158, 160, 161, 163, 164, 165, 166 to 170, 172, 180, 184, 189, 191, 201, 204, 207 and 211, counter statements were filed resisting the demands on behalf of the workers. The others did not put in any appearance.

8. There was a petition filed by the Cochin Port Cargo Labour Union I.A. No. 1 of 1953, to receive additional statement and to amend the statement already filed. This was opposed on behalf of the employers and ultimately after contest, this petition was allowed by order dated 28th July 1953, and the amended statement was permitted to be filed.

9. On behalf of the employers memoranda were filed on 28th August 1953, alleging that no further statements were presented in answer to the amended statement of the Cochin Port Cargo Labour Union.

10. The following issues were framed:—

(1) Whether there should be recognition of the Cochin Thuramukha Thozhilali Union by the employers?

(2) Whether the recognition of a Trade Union by an employer is an Industrial Dispute within the definition of the term, under the Industrial Disputes Act, 1947?

(3) Whether the Tribunal has jurisdiction to decide on the question of the recognition of the Trade Union?

(4) Whether there should be abolition of contract Labour in (1) Stevedore, and (2) Head-load Sections?

(5) Whether the first interim Award dated 18th December 1951, is a bar to the consideration of the question of the abolition of contract labour so far as stevedore section is concerned?

(6) What exactly are the steps to be taken to ensure security of employment to all the workers?

(a) Whether a minimum basic wage should be paid, at the following rate:—

1. Full wages for 16 working days, and,

2. Half the full Wages of a day for ten days in a month, as demanded by the Cochin Port Cargo Labour Union.

(7) Whether the muster roll system of registering labour should also be introduced?

(8) Whether and what unemployment allowance should be paid to the workers?

(a) Whether unemployment allowance of Rs. 30/- per mensem or any other amount should be paid to each worker?

(b) Whether incapacitated or disabled workers with more than 20 years service are entitled to any and what pension and or gratuity?

(9) Whether the head-load workers are entitled to be paid at the rate and in the manner laid down in the statement of demands filed by the Cochin Port Cargo Labour Union and the Cochin Thuramukha Thozhilali Union? If not, what other manner of payment of remuneration should be adopted?

(10) Whether the head-load workers are entitled to have have Sunday declared a holiday with wages?

(11) What should be the maximum load to be carried by a head-load worker when taking articles up-stairs?

(12) What should be the rate of wages to be paid to head-load workers in handling articles and packages injurious and dangerous to health?

(13) What kinds of cargo should be classed as injurious and dangerous to the health of workers?

(14) What wages should be paid to head-load workers who keep watch over the cargo in case they are employed to watch over the cargo?

(15) What precautions should be taken in the matter of using planks when transporting loads by head-load workers?

(16) What wages should be fixed for weighing, numbering, filling and stitching of bags?

(17) Whether it is necessary that bags should not be stacked higher than fifteen bags in a stack?

(18) What amount, if any, should be paid as unemployment allowance to head-load workers?

(19) Whether the interim award dated 18th December 1951, referred to by the Cochin Port Cargo Labour Union should be reviewed? and whether it should be set aside for the reasons mentioned in the petition filed by the Cochin Port Cargo Labour Union dated the 26th November 1952?

(20) Whether this Tribunal has jurisdiction to review the Award?

(21) If the award is to be set aside, what directions should be made regarding stevedors labour i.e., with reference to workers on board steamers?

11. The following additional issues were framed on 28th August 1953:—

(1) Whether the interim award dated 8th February 1952, and published on 1st March 1952, in the Official Gazette should be revised?

(2) Whether it should be set aside in the manner contended in the statement filed by the Cochin Port Cargo Labour Union?

(3) Whether this Tribunal has jurisdiction to set aside the said award?

(4) If the award has to be set aside what directions should be made regarding lighterage labour engaged on lighters in the matter of wages, working conditions etc.

(5) Whether there should be abolition of contract labour in lighterage section also?

(6) Whether the first interim award dated 18th Dec. 1951, is a bar to the consideration of the question of the abolition of contract labour so far as stevedore and lighterage sections are concerned?

12. Before dealing with the several issues, I shall set out certain events in connection with this adjudication.

13. By G. O. No. L. R. 2(345), dated 19th July 1951, the dispute between the employers mentioned in schedule I annexed thereto, and their workmen in respect so far as the Central Government was aware, of the matters specified in schedule II annexed thereto, was referred for adjudication to this Tribunal. Schedule I contained a list of 22 employers, and schedule II contained the list of the several matters in respect of which the dispute had arisen.

14. Subsequently, there was another reference by the Government of India, Ministry of Labour, in G. O. No. L. R. 2(345) II dated 8th November 1952, and it was stated therein, that as the dispute was of such a nature that other establishments of a similar nature were likely to be interested in and affected by the dispute, other establishment specified in the schedule thereto annexed, were also included in the said reference. Whereas in the first reference dated 19th July 1951, there were only 22 employers, in the second reference there are 192 employers in addition. Whereas in the first reference the Cochin Thuramukha Thozhilali Union, Cochin Port, Cochin, is shown as a party thereto, in the second reference the Cochin Port Cargo Labour Union Mattancherry, is also impleaded as a party.

15. It is common ground, that before the first reference was made negotiations were being carried on as between the employers on the one hand, and the Cochin Thuramukha Thozhilali Union, Cochin, Port, on the other, which put itself forward as representative of the workers. That is why only the Cochin Thuramukha Thozhilali Union was impleaded as a party to the first reference. Subsequently, on representation being made, that certain workers were represented by the Cochin Port Cargo Labour Union, Mattancherry, we find the said union a party to the second reference.

16. In both references, the common matters in dispute are set out in Schedule II. The general questions are referred to in Schedule II. The other matters can be grouped under three heads:—

- I. Workers on board steamers (Stevedore Labour),
- II. Work in connection with lighters and,
- III. Head Load Labour.

17. There was a memorandum of settlement with reference to Stevedore Labour dated 18th December 1951, entered into as between the Cochin Stevedores' Association, on the one hand, and the Secretary, Cochin Thuramukha Thozhilali Union, Port Cochin, on the other. The interim Award passed in terms of the settlement was published on 5th January 1952, at pages 35 to 39, Part II Section 3 in the *Gazette of India*.

18. This was followed up by a settlement in respect of the matters in Part II, in connection with lighterage; dated 7th February 1952. There was an interim award in terms of the said settlement published by notification of the Government of India, Ministry of Labour, No. L. R. 2(345), dated 25th February 1952.

19. A petition C. P. No. 12 of 1952 was filed in the Travancore-Cochin High Court, for issue of a writ of Certiorari, by A. P. Simon for quashing the prior award in I.D. No. 18 (Central) of 1951 passed on 18th December 1951, by this Tribunal. The decision of the High Court is published in 1953, I, L. L. J., page 739, and it was held that the award was good in every respect, and that the petitioner was not entitled to any relief. The petition was accordingly dismissed.

20. I shall next deal with the several matters that arise for determination.

21. *Issues Nos. 1, 2 and 3.*—In the statement of demands filed by the Cochin Thuramukha Thozhilali Union, it is alleged, that the said Union is the only representative trade Union of the workers engaged in the industry, and hence should be recognised by the employers, and that this was so recognised in the memorandum of settlement dated 10th December 1951, and 7th February 1952.

22. This request on behalf of the Cochin Thuramukha Thozhilali Union is opposed on behalf of the employers, as well as the other Unions. It is argued by Mr. G. P. Pal, appearing for the employers, that the question of recognition of a Union is outside the scope of the definition of an "Industrial dispute in Section 2(k) of the Industrial Disputes Act. It has been argued on behalf of the other Unions, that the Cochin Thuramukha Thozhilali Union, is not the sole representative of labour in the Port, and that there are other Unions also with equally large membership. The Cochin Thuramukha Thozhilali Union, Port Cochin, has produced its membership registers Ex. s. W. 9, W. 10, W. 33 and W. 34. The Cochin Port Thozhilali Union produced its membership register, which was marked as W. 42, but it was taken back on behalf of the said Union on 13th January 1954. It is not at present necessary to decide which is the more representative Union. It is sufficient for the purpose of this enquiry to hold, that this Tribunal has no jurisdiction to decide on the question of recognition. The recognition of a Union is eminently a matter for determination under the Indian Trade Unions Amendment Act of 1947 (Central Act XLV of 1947). The said Act makes provision for recognition of a trade Union. The matter at issue is left open for determination under that Act when it becomes effective. Support for my view can be found in the decisions in 1953, II, L. L. J., 901 (Burmah Shell Oil Storage etc., Company of India Ltd., Delhi and Their Clerical Employees) and 1951, I, L. L. J., 183 (Dyer Makin Breweries Ltd., Lucknow and the Distillery and Breweries Workers' Union, Lucknow) I find, on these issues, that the question of recognition of a trade Union by an employer is outside the definition of an "Industrial Dispute" as defined in the Industrial Disputes Act 1947, and that this Tribunal cannot adjudicate on the question of the claim for recognition put forward by the Cochin Thuramukha Thozhilali Union.

23. *Additional Issues Nos. 2 and 3.*—The contention is put forward that there are awards that have already been passed by the Tribunal in respect of issues

relating to labour employed in stevedoring work and lighters, based on agreements entered into by the various interested parties, that the said awards are still in force, and that this Tribunal has no jurisdiction to reconsider the issues and make a fresh award. On the other side it is argued, that the awards are not valid and binding and not conclusive of the matters, and that they should be set aside. Two petitions I.A.S. 8 of 1952 and 9 of 1952 were put in on behalf of the Cochin Port Cargo Labour Union impeaching the two awards, and praying that they should be set aside, and that fresh arrangements should be made. These petitions were posted for trial with the consent of parties along with the main dispute. In the statement filed on behalf of the Cochin Port Cargo Labour Union various demands have been put forth in the matter of stevedore labour, and labour engaged in lighters.

24. So far as the Cochin Thuramukha Thozhilali Union is concerned there is nothing in the statement of demands seeking modification of the two interim awards. No separate statement of demands has been filed for the Cochin Port Thozhilali Union as observed already.

25. With reference to the prayer for setting aside the two awards, in toto the definition of the term 'award' in Section 2(b) is important. An award is an interim or final determination of an industrial dispute or of any question relating thereto. The awards cannot be set aside by this Tribunal when they have become final so far as the parties thereto are concerned. They were good when they were made. The question whether they are valid and binding on the various parties now arrayed is an entirely different matter. I find, that the two awards in question cannot be altogether set aside.

26. *Issue No. 5 and Additional Issue No. 6.*—The next question is, whether the awards are valid and binding on the parties to the dispute now. Under Section 19(3) of the Industrial Disputes Act, any award shall, subject to the provisions of the said section, remain in operation for a period of one year, provided the appropriate Government may reduce the said period, and fix such period as it thinks fit. In the Gazette Publication referred to above, the Central Government have not issued any order regarding the period of operation under either of the provisos of Section 19(3) of the Industrial Disputes Act. Therefore, ordinarily, the awards would be in force for one year from the date of publication. The one year terminated on 5th January 1953, in respect of the first award, and on 25th February 1953, in respect of the second interim award.

27. Reference may be made to Section 19(6) which runs as follows:—

"Notwithstanding the expiry of the period of operation under Sub-section 3, the award shall continue to be binding on the parties, until a period of two months has elapsed from the date on which notice is given by any other party bound by the award to the other party or parties, intimating its intention to terminate the award."

It is pointed out that no notice expressing an intention to terminate the awards has been given by the parties thereto so far.

28. The extreme contention, that has been put forward before me is, that the Tribunal has become *FUNCTUS OFFICIO* and has no jurisdiction at all to reconsider the awards, that have been already passed or modify them, and that they are valid and binding on all parties as they are, and the several matters covered by them cannot be reconsidered at all.

29. In this connection the provisions of Section 18 of the Industrial Disputes Act are relevant?

18. *Persons on whom settlements and awards are binding.*—A settlement arrived at in the course of conciliation proceedings under this Act or an award which has become enforceable shall be binding on:—

- (a) all parties to the industrial dispute;
- (b) all other parties summoned to appear in the proceedings as parties to the dispute, unless the Board or Tribunal, as the case may be, records the opinion that they were so summoned without proper cause;
- (c) where a party referred to in clause (a) or clause (b) is an employer, his heirs, successors or assigns in respect of the establishment to which the dispute relates;
- (d) where a party referred to in clause (a) or clause (b) is composed of workmen, all persons who were employed in the establishment or part of the establishment, as the case may be, to which the

dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part."

30. Under Section 18(a) the parties to the dispute at the time of the awards, were the workmen represented by the Cochin Thuramukha Thozhilali Union on the one side, and the 22 employers whose names are found in the notification dated 19th July 1951, on the other. Section 18(b) does not apply because it does not appear that any other parties were summoned or impleaded as parties to the dispute before the said awards were passed or published, Section 18(c) states, that the successors and assigns of the employers shall be bound by an award. Under the notification dated 8th November 1952, 192 fresh employers were shown as parties to the dispute. When these 192 employers are not shown as parties to the dispute except in the second notification dated 8th November 1952, it is not possible to hold that these are parties to the dispute, which existed, at the time the awards in question were passed. No advantage can be taken of Section 18(c) because the 192 employers are not the heirs, successors or assigns of the 22 establishments to which the dispute related at the time of the first notification.

31. Taking the case of the workmen, under Section 18(d) all persons who were employed in the establishments or part of the establishments as the case may be, to which the dispute relates, and all persons who became subsequently employed in that establishment or part would be bound by the award. In view of the fact, that there were only 22 establishments in the first notification, it can hardly be contended that the workmen employed in the 192 other establishments who became parties to the dispute as the result of the second reference by Government would be bound by the prior awards.

32. Another point of view that may be urged is, that the Cochin Port Cargo Labour Union, and the Cochin Port Thozhilali Union were not made parties at the time of the first reference, and that they came in only after the second reference. It is doubtful whether the interim awards would be strictly binding on the workmen represented by the two Unions referred to. In this connection the observations in *Swadeshi Cotton Mills Company Ltd., and others and their respective Workmen*, 1953, I, L. L. J., 757, at page 763 are relevant and are as follows:—

"Clause (d) however relates to the extended binding effect of agreements or awards on the other party to the dispute. As one workman cannot be in any sense much less, in law to be the successor of another workman, a rule laid down on the lines of clause (c) would be inappropriate. The plain meaning of clause (d) to us appears to be that where a body of workmen is a party on the one side in a representative capacity, their agreements with the employer or the adjudication of the Tribunal would be binding on all the workmen of the establishment present or future."

When a number of other establishments and the workmen employed in them were brought in subsequently, it can hardly be stated, that clause (d) would be applicable. The workmen of the other establishments cannot in law be regarded as the successors of those employed in the 22 establishments referred to.

33. On a strict application of Section 18, the proposition, that the prior interim awards are absolutely conclusive of the matters referred to and cannot be touched, that they cannot be reopened in any manner, and that this Tribunal cannot go into the merits of the matters covered by the said awards, is untenable and cannot be supported.

34. The further argument, that this Tribunal has become *FUNCTUS OFFICIO* to deal with the various matters covered by the two awards is equally useless. It must not be forgotten that there was a further reference by the appropriate Government in November 1952.

35. I find, that though the two awards cannot be set aside altogether, they are not conclusive, that this Tribunal has jurisdiction to go afresh into the various matters covered by the same, and that they are no bar to the reconsideration of the questions arising in respect of stevedore and lighterage labour.

36. *Issues Nos. 19 and 20 and Additional Issue No. 1.*—Another point urged is about the power of review. It has been urged, that the Industrial Disputes Act does not provide for review and that the petitions filed by the Cochin Port Cargo Labour Union are not maintainable. The decisions are not uniform about the power of review. In the *Meenakshi Mills vs. Their workmen* [Misc. Case No. III, C. 387 of 1953 (Review) in Appeal No. 133 and 134 of 1952] (not yet reported) it was held that there was no power of review following an earlier

decision cited therein, 1951, I, L. L. J. 469 at page 475. But in 1953, I, L.L.J., 264 (Patna Electric Supply Company Ltd., and Patna Electric Supply Workers' Union) the point was not decided and was left open. On the facts of the present case, the matter does not rest merely on the question whether the Tribunal has jurisdiction to review the previous awards. I have given my reasons already for holding that they are not a bar to the reconsideration of the several matters referred to in them. In fact as I shall presently show the parties themselves have requested certain modifications. I find, that apart from the power of review, all the several matters in connection with stevedore and lighterage labour must be decided afresh.

37. *Issues Nos. 4, 6, 7, 8 and 21.*—The next question is with reference to the various demands set forth.

38. I shall first deal with the matters relating to stevedore labour.

39. The question of recruitment of stevedore labour has been the subject matter of the greatest controversy. There is great rivalry among the several unions for leadership. Each claims to be the sole representative of the workers. This rivalry has in fact held up the conclusion of this enquiry much earlier.

40. The most serious objection was taken to the preference given in the interim award dated 18th December 1951, regarding the method of recruitment of stevedore labour. In paragraph 3 of the said award it is provided as follows:—

“In making its recommendation the Committee shall give preference to labour employed in stevedoring work at this port for over 18 months on this day and who are members of the Cochin Thuramukha Thozhilali Union.”

Considerable opposition has been raised to this provision and it has been argued, that this gives rise to a closed shop, and that it excludes all others stevedore labourers who are not members of the Cochin Thuramukha Thozhilali Union. In other words, it is argued, that if the said provision stands, a monopoly is given to the Cochin Thuramukha Thozhilali Union in the matter of employment of stevedore labour.

41. At the time of enquiry, the parties were persuaded to come to an agreement about the awards. On behalf of the employers a statement Ex. M. 11 was filed, and it is stated therein, that the two awards dated 10th Dec. 1951, and 7th February 1952, may be confirmed subject to the modifications as set out below:—

“For the sentence above referred to, the following sentence shall be substituted:—

In making its recommendation the committee shall give preference to labour employed in stevedoring work at this Port for over.....months on.....”

Mr. Pai for the employers suggested, that no worker without 18 months experience of stevedoring work should be recruited. He, however, stated, that he had no objection to the question of the date by which the necessary qualifications should have been secured by the employee, being left to the Tribunal. Another memo. was filed on 24th October, 1953 Ex. M. 12, that the employers did not want to lead any evidence regarding lighterage and stevedore labour on their behalf. Mr. Pal also endorsed as follows:—

“The period of qualification and the date by which that qualification should have been had are left open for the decision of the Tribunal after hearing arguments.”

42. On behalf of the Cochin Port Cargo Labour Union a statement Ex. W. 1 was filed, setting out various suggestions for registering the workers and for distribution of work. In the further statement Ex. W. 2 filed by T. C. Narayana-kutty Menon on behalf of the said Union, it was stated, that the Tribunal may be pleased to consider the suggestions and pass suitable orders, and that the Cochin Port Cargo Labour Union was not leading any evidence in respect of these matters.

43. On behalf of the Cochin Port Thozhilali Union a statement Ex. W.3 was filed in the following terms:—

"We agree that the interim awards dated 10th December 1951 and 7th February 1952 to be modified as follows:—

"Section 1 Clause (3) shall be amended as follows:—

Delete the portion of the sentence beginning with 'for over..... C.T.T.U.' and in its place add the following 'for over six months on 1st September 1953'."

In other respects the awards may stand."

44. On behalf of the Union most affected, Mr. Raghavan, the President of the Cochin Thuramukha Thozhilali Union filed Ex. W.4, setting forth various matters in respect of the award. In Ex. W.5 it was stated, that the two awards may be confirmed subject to the suggestions contained in the statement Ex. W.4. The further statement is as follows:—

"In Section 1 Clause (3) of the memorandum of settlement appended to the award dated 10th December 1951 for the second sentence the following may be substituted:—

'In making its recommendation the committee shall give preference to the labour employed in stevedoring work in this Port over period of at least 6 months prior to 1st August 1952...the registration should begin atonce.'

45. Thus from a perusal of the several statements filed by the several parties as set out above, it can be gathered, that there is now agreement as between the parties about the deletion of the last sentence in Section 1 clause (3) of the first interim award. The most serious objection to the said award, the alleged monopoly given to the members of the Cochin Thuramukha Thozhilali Union, therefore disappears.

46. The next question is about the manner in which stevedore labour should be recruited.

47. All the parties are agreed before me at the outset, that a decasualisation scheme should be introduced, that a suitable committee should be formed for registering employers and employees, and for ensuring that every worker gets work in turn by rotation, and that necessary provisions must be put in for carrying out this object by way of addition to the first award while accepting the other terms thereof. In the statement of demands submitted by the Cochin Thuramukha Thozhilali Union, it is alleged, that the contract system existing in the Cochin Port is detrimental to the interests of labour, that the contractors entrust the work to sub-contractors, that these middle men take a substantial share of the wages of the workers, that the contractors constantly change, that the work is fairly permanent, that the contract system should be abolished, and that some security for employment should be provided even though at the present moment, the same workers are very often engaged by the employers at all times of the year. On behalf of the Cochin Port Cargo Labour Union, it is stated, that the contract system of recruitment of stevedore labour has the disadvantages of the casual system, and that it must be abolished by the introduction of a decasualisation scheme. It is further mentioned, that the problem of finding out suitable labour can be solved by the establishment of a labour pool controlled by a committee of representatives of the employers, employees and the Government, and that these pools can be established for different categories of labour also. It is asserted that without a decasualisation scheme, there is no guarantee for workers of a minimum number of working days, in a month, and that a minimum number of 16 days with full wages should be ensured. It is also stated, that work should be given in rotation to the workmen. On behalf of the employers, the plea is put forward that the work involved is odd and intermittent, that the labour concerned is casual and floating, and that contract labour cannot be avoided.

48. Generally stated, the demand for dock-labour depends on the arrival and departure of vessels, the size and nature of the cargo, as well as the casual and cyclical fluctuations. Generally in ports, there is labour in excess of minimum requirements. The main problem connected with dock-labour, is to devise suitable measures so as to reduce the hardship due to unemployment or under-employment to the largest extent possible. It is now increasingly recognised, that a policy of decasualisation should be adopted with a view to regulate the number

of dock-labourers in accordance with requirements, and to ensure that employment is given as far as possible to all efficient men. With a view to secure greater regularity of employment, it becomes necessary to provide for the registration of dock-workers, regulating the terms and conditions of employment, the rates of remuneration, hours of work, minimum pay etc. At the same time, it is also necessary to secure rapid and economic turn-round of vessels and speedy transit of goods through the port.

49. There are statutory schemes in force for the ports of Calcutta, Bombay and Madras. It has been stated before me by all parties that the Government of India is contemplating, the introduction of a scheme governing the employment of dock-labour in Cochin also, on the lines of the scheme obtaining in other major ports. Till such time as such a scheme is introduced and brought into force and becomes effective in this port, it becomes necessary to provide for the recruitment and regulation of employment of stevedore labour.

50. At the outset, it is agreed before me by all parties that according to the port rules, the employers engaged in stevedoring work must be licensed. Ex. M.13 (furnished by the Port authorities) contains a list of the stevedores (Ex. M.13 treated as confidential).

51. It is also agreed before me, that the stevedores should have a permanent staff of supervisors, tindals and winchmen. Ex. M.13 contains a list of the names of the several categories of staff employed under the different stevedores. There is a note also that all the firms had certified that the men whose names are found in Ex. M.13 are on their respective permanent list. There is no difficulty therefore about the men employed as "monthly workers" and who are on the permanent list. It is pointless at this stage to engage in any controversy about the right of the men shown in Ex. M.13 to be on the permanent list. Suffice it to say that the different categories of men whose names have been furnished to the Port by the Stevedore Employers as in Ex. M.13 shall be known as "monthly workers" and they shall be deemed to be permanent workers in the employ of their respective employers. However, any future vacancies in the ranks of these workers shall be filled up hereafter in the manner laid down in Annexure I and from among those recommended by the "Administrative Committee" (to which I shall refer) from among the Reserve Pool of workers.

52. The next question is about the method of recruitment to be followed in the matter of selection of stevedore labourers, in general, as distinguished from the "monthly workers" on the permanent list referred to previously. In the Award there is reference to the supply of labour through the Employment Exchange. But it is stated before me, that no such Exchange is functioning. It becomes necessary to provide suitable machinery for registering stevedoring labourers, for placing them in a common pool, and for rotating them as between the several licensed employers of stevedore labour according to need, and to maintain an assured supply of labour.

53. In this connection reference may be made to Ex. M.14 (M.14 treated as confidential). It shows the number of gangs, furnished by the Port authorities, engaged in connection with loading and unloading of cargo at the Port, for one year prior to 6th October 1953. A perusal thereof shows, that there is wide fluctuation in the number of gangs employed from day to day. The maximum number found employment only during the periods from May to August. This is said to be a seasonal Port. Mr. M. Balakrishna Menon, M.W.I., says, that there will be maximum work in the Port from 15th May to 15th September, the monsoon period. During the rest of the time the work is slacker. When there are fluctuations in the matter of demand, it is absolutely necessary, that there must be suitable machinery for recruitment of stevedore workers, pooling them in a common pool, and providing profitable employment to them by rotation.

54. All parties are agreed before me, that initially the recruitment of stevedore labourers, should be done by a committee, that the said labourers should be registered, and their names kept in a common register called the "Reserve Pool Register". In paragraph 6 of the Award, a committee consisting of one representative of each of labour, the stevedores and the Port, was to be constituted, and it was the duty of the committee to bring about settlement of all disputes that arose from time to time. In the statement filed by Mr. Raghavan, Ex. W.4, it is stated, that he was prepared to give representation to the other two unions also on the committee, and that three representatives of workers' Unions, two representatives of the stevedores' Association, a representative of the steamer agents'

sub-committee, and the Administrative Officer who is to preside over the committee, may be the members of the committee. This committee should finally decide who the stevedore workmen in the port are. No serious objection has been taken to the constitution of the committee as above on behalf of the Cochin Port Thozhilali Union. Mr. T. C. Narayanakutti Menon, however, contended in the statement Ex. W.1, that the committee should consist of three representatives of employers, three representatives of labour and that each member should act as President by rotation. It seems to me that the committee as suggested by Mr. Raghavan will be more representative. The contention of Mr. T. C. Narayanakutti Menon, that there is no need for representation being given to the steamer agents is not of any force. They are vitally interested in the speedy turn round of ships, and the quick handling of goods in the Port. I find, that so far as the employees, and employers, are concerned, the committee should consist of, three representatives of labour, two representatives of the stevedores association, and one representative of the steamer agents.

55. I agree with the proposal of Mr. Raghavan, that the Administrative Officer of the Port for the time being should be the *ex officio* Chairman of the Committee. Mr. Narayanakutti Menon has, however, objected to this proposal. The objection to the Administrative Officer being the Chairman is puerile and unfounded. The Administrative Officer is primarily interested in the working of the port, and is also a representative of the Central Government. I hold, that the Administrative Officer should be the Chairman of the Committee. I find, that the Administrative committee shall consist of (1) three representatives of stevedore workers (2) two representatives of the Stevedores' Association (3) one representative of the Steamer Agents and (4) the Administrative Officer of the Port of Cochin for the time being. As agreed to by all parties before me, the three representatives of the stevedore workers may either be the respective Secretary or the President for the time being, or any office bearer of each of the three labour unions viz., The Cochin Thuramukha Thozhilali Union. The Cochin Port Cargo Labour Union, and the Cochin Port Thozhilali Union. The Administrative Officer for the time being shall be the Chairman of the Administrative Committee, *ex officio*. The decision of the majority of the members of the said committee shall prevail in all matters, and in case of a tie, the Administrative Officer shall have a casting vote. The number of members who shall constitute a quorum and the procedure to be followed shall be decided by the Committee. All further particulars about the Committee shall be as more fully shown in Schedule I.

56. The next question is about the workmen who should be registered and recorded as stevedore labourers by the Administrative Committee (hereinafter referred to as the 'Committee'). It has been argued, that the loading and unloading of goods into and from steamers, requires a certain amount of skill, and that even greater skill is necessary for stowage in hatches with an eye to economy of space, and that only workmen with a certain amount of experience should be registered as dock-workers. In the Interim award, it was provided, that only such workers, as had been employed in stevedoring work at the port for 18 months, were eligible for recruitment. In the statement Ex. W.1, Mr. T. C. Narayanakutti Menon stated, that it was sufficient if a labourer had at least six months experience. To the same effect is the memo. Ex. W.3 of the Cochin Port Thozhilali Union. Mr. Raghavan mentioned in Ex. W.4 that the workmen who had worked in the port for a period of six months should be taken as stevedore workers in the port. In the rules framed for the Bombay Port, there is no particular period of experience prescribed. But the qualifications for selection are mentioned in rule 13, and age not exceeding 40 years, physical fitness and capacity or experience, are insisted on. On the facts of the present matter, when the representatives of the workers' union are agreed, that there must be at least six months experience in the Port as a stevedore worker to qualify for registration, it is preferable that such a qualification is insisted upon. At the same time, it is not necessary to accede to the contention on behalf of the employers, that there must be at least 18 months experience, as a stevedore labourer. I find, that only such stevedore workers, who succeed in establishing before the Committee, that they have had at least six months experience of stevedoring work in the Cochin Port, shall alone be eligible for recruitment and registration.

57. The question, however, is about the date from which such experience is to be reckoned. According to the Cochin Thuramukha Thozhilali Union only such workmen who have worked in the port for at least a period of 6 months prior to 1st August 1952 can be taken in as stevedoring workmen. Mr. T. C. Narayanakutti Menon on behalf of the Cochin Port Cargo Labour Union, stated, in the course of arguments, that the date should be 1st November 1952. Mr. Balagangadhara Menon on behalf of the Cochin Port Thozhilali Union agreed that the date should

be 1st September 1953. So far as the employers are concerned, in the statement Ex. M.11, the question of fixation of date is left open to the decision of the Tribunal.

58. The contention of Mr. Raghavan is, that only such of the workers as were doing stevedoring work just about the time of the reference should be recorded as stevedore labourers. The reason why Mr. T. C. Narayanakutti Menon stated, that 1st November 1952 should be taken as the date, is, that this approximately coincides with the date of the second reference. It seems to me, that the reasoning behind the above suggestions cannot be accepted. It is not fair to exclude the workers who acquired experience subsequent to the first and second reference. While stress is now laid on avoiding unemployment, as far as possible, the adoption of the date as suggested by Mr. Raghavan and Mr. T. C. Narayanakutti Menon, will leave out employees, who have been working in the port as stevedore labourers, and have put in 6 months experience, subsequent to 1st August 1952. In my opinion, the later date 1st September 1953 is more reasonable and should be accepted. I find, that all stevedore labourers, who had put in 6 months experience as such workers, of stevedoring work, whether continuous or not, on 1st September 1953, shall be eligible for recruitment and registration as such labourers.

59. It is also necessary, that such stevedore labourers should be of sufficient physical fitness and free from disease.

60. The Committee referred to above, shall take steps to keep and maintain such records and registers, and in the form approved by the Committee, as may be necessary, of all stevedore employers, and workers. Those workers who are physically fit and free from disease, and who have put in six months experience whether continuously or not prior to 1st September 1953, but other than those who are monthly workers, shall be entitled to be registered as stevedore workers in the register called the Reserve Pool Register, and shall be known as Reserve Pool workers. The Committee will register only such Reserve Pool workers who prefer an application in writing for being registered, and a date will be fixed within which such applications should be made.

61. It has been argued that with a view to meet the expenses of day to day administration by the Committee, it is necessary that an application for registration should be accompanied by a fee of Re. 1. It is also pointed out that the provision for payment of such a fee will also minimise frivolous and vexatious applications. I am of opinion, that the levy of such a fee is necessary. The committee shall not entertain any application for registration unless it is accompanied by a fee of Re. 1.

62. In deciding whether a stevedore worker is eligible for registration and entitled to have his name entered in the Reserve Pool Register, a certificate granted by a licensed stevedore employer about the fitness and physical capacity and the requisite experience of the worker shall be *prima facie* evidence of such a worker's right to be entered in the register, and every worker who produces such a certificate shall *prima facie* be eligible for registration. In case of any dispute about the right of a worker to registration, the decision of the committee shall be final.

63. It has also been agreed before me, that there must be suitable provision for removal of workers for misconduct or any other justifiable reason. A dock worker who has been registered in the Reserve Pool Register, shall be removed from the register and refused employment, if he is found guilty of misconduct or other justifiable cause by the committee. Moreover if any such worker voluntarily seeks to go out of the Pool, his name may be removed at his request.

64. It is next agreed before me, that all the workers who are so registered in the Reserve Pool Register should be eligible for employment as stevedore workers, and should be divided into groups according to the cargo to be handled. The two kinds of cargo are (1) General and bag cargo and (2) Coal and sulphur. The committee may take such steps as may be necessary in their discretion for arranging the workers in the Reserve Pool Register into groups for handling the several types of cargo, and also for arranging the necessary classification of workers, by categories, as for example (1) Foremen, (2) Tindal, (3) Winchmen, and (4) Stevedore worker. The total number of workers in each category shall be fixed at the discretion of the committee. Vacancies in the categories of workers shall be filled up at the discretion of the Committee, and ordinarily by promotion of a worker from the next lower category at the discretion of the committee, and in making such promotions, seniority, merit and fitness and record of past service shall ordinarily be taken into account.

65. All parties are agreed before me, that the stevedore workers in the Reserve Pool should be split up into gangs and given work by rotations and according to the cargo to be handled. The committee will accordingly split them up into gangs. With reference to the strength of gangs, in the statement of demands filed on behalf of the Cochin Port Cargo Labour Union, it is stated, that the number of workmen in a gang should be as it was before the interim award, i.e., as follows:—

- (1) Filling and packing 41.
- (2) Bag Cargo, 21 to 23.
- (3) Coal and Sulphur 25.
- (4) Painting and Derrick raising 6.
- (5) Cleaning 23.

There is no satisfactory evidence as to why the arrangements embodied in the first interim award should be rejected. Moreover, in fixing the strength of the gangs of workers to be taken from the reserve pool, the existence of the tindal and winchmen of the permanent labour force to be maintained by the licensed stevedores under the Cochin Port rules should be taken into account. I find, that the strength of the gangs shall be as follows:—

- (1) General and bag cargo, 18 men (including one tindal and 2 winchmen)
- (2) Coal and sulphur, 22 men (including the tindal and 2 winchmen)

66. It has been argued before me, that owing to the great rivalry among the unions, as far as possible, gangs may be composed of men belonging to a particular union, and that it will be in the interests of safety and efficiency and discipline, and avoidance of friction, that there are no mixed gangs. As far as possible a gang may be composed of men belonging to a particular union, but this shall be entirely at the discretion of the Committee. It shall be the duty of the committee to split up the men into gangs, as stated above, and according to the cargo to be handled.

67. The monthly workers i.e., those on the permanent list of the employers, shall first be entitled to be employed by their respective employers in preference to workers in the Reserve Pool. For work which cannot be done by those on the permanent list and in the Monthly Register, workers on the Reserve Pool Register shall be employed.

68. The workers of each category on the reserve pool shall be allotted work by rotation. The allotment of workers to the several employers by rotation shall be by gangs, and the gangs shall be allotted by the Committee by rotation. When allotting work by rotation the principle of seniority may be borne in mind i.e., a worker may not be allocated unless all the registered workers of the same category above him in the register have been allocated.

69. Nextly, with reference to work in shifts, in the statement of demands of the Cochin Port Cargo Labour Union it is mentioned, that work should be by two shifts, i.e., by day and by night. There is provision for the same in the first interim award, and no exception has been taken to it before me. The said provision shall prevail.

70. With reference to wages and provision of free meals, strength of gangs and all other matters, it has been argued by Mr. T. C. Narayanakutti Menon, that these questions may be decided in the light of the objections raised in the statement of the Cochin Port Cargo Labour Union. I do not see any sufficient grounds for departing from the provisions of the first interim award in respect of all other matters, when there is no satisfactory evidence calling for a departure therefrom. I confirm the provisions of the first interim award in respect of all other matters.

71. It has been agreed by all parties before me, that with a view to effective working of the various arrangements referred to above and for carrying on the day to day work, the Administrative Committee should have a Special Officer, for carrying out the directions of the Committee, in the matter of, registration of employers and workers, keeping and maintaining the registers, discharging all functions in relation to disciplinary action, splitting up of workers into gangs, allotting them by rotation to the several employers etc. It seems to me, that in the interests of efficient day to day administration, it is necessary to have a Special Officer with a view to assist the Committee in its work and to carry out its executive functions. All parties are agreed before

me, that Mr. Balakrishna Menon, a highly respectable gentleman and the President of the Indian Chamber of Commerce, Mattancherry, is the most suitable person for the said post, and that he may be appointed as the Special Officer and Secretary of the Committee. Mr. Balakrishna Menon has expressed his willingness to serve as such, I find, that he or any other suitable person should be appointed Special Officer and Secretary of the Committee and he shall discharge all functions according to the directions of the Committee.

72. My finding with reference to stevedore labour is, that the arrangements mentioned in the first interim award, should stand but with suitable modifications as stated above in view of altered circumstances they are separately set out in Schedule I. It is hoped that the Committee will be constituted and begin to function without delay and thus ensure smooth working of the Port. The Administrative Officer and Mr. Balakrishna Menon may take the initiative in constituting the committee.

LIGHTERAGE LABOUR

73. *Additional Issues Nos. 4 and 5.*—The next question is with reference to lighterage labour. A compromise between the boat-owners on the one hand, and boat-crew of the Port of Cochin on the other, was entered into on 7th February 1952, and the award in terms thereof was published on 25th February 1952. No objection has been taken to the terms as contained in the said award on behalf of the Cochin Thuramukha Thozhilali Union or the Cochin Port Thozhilali Union or the employers. No evidence has been led on their behalf with a view to modification of these provisions.

74. So far as the Cochin Port Cargo Labour Union is concerned, Mr. T. C. Narayanakutti Menon stated in his arguments and also in the memo. dated 23rd October 1953, that the suggested modifications in the provisions relating to stevedore and lighterage are contained in the statement of demands submitted in the Cochin Port Cargo Labour Union, and that suitable orders be passed in the light of those objections. Mr. T. C. Narayanakutti Menon, however, made it clear, that no evidence was being led in respect of those matters. In the absence of any evidence tending to show that the arrangements contained in the said interim award, are unsuitable or that the provisions thereof require modification, I do not find any grounds for departing therefrom. The provisions of the said award appear to me to be quite fair and reasonable. They are hereby accepted and confirmed.

75. My finding about the arrangements to be made in connection with lighterage labour is that the award already passed should be accepted. The arrangements are contained in Annexure II to this Award.

HEAD LOAD LABOUR

76. *Issue No. 4 Part 2 and Issue No. 7.*—The evidence discloses that there are (1) workers doing head load work in Willingdon Island and (2) workers doing head load work in Mattancherry.

77. In the first place, it has been contended on behalf of all the Unions, that with a view to security of employment, the recruitment of headload labourers whether in the Island or elsewhere through contractors and employment of workers by the several employers, through contractors, must be abolished. It is argued, that the same system of decasualisation as is adopted in the case of stevedore labourers and dock-workers, should be adopted.

78. The above demand on behalf of the Unions, is strenuously opposed on behalf of the employers, and it is pleaded, that the headload labourers are a large body of unskilled men, and that it is next to impossible to introduce a decasualisation scheme so far as such workers are concerned. A number of witnesses have been examined in this connection in support of the respective contentions of the parties.

79. The evidence of Mr. Pattu Iyer, M.W.2 is, that foodgrains are the largest commodity handled at this port and also at Mattancherry. Mill produce, or Coir or Rubber, will be a very small percentage of the total cargo handled. Certain of the employers have given answers to interrogatories served upon them *viz.*, Ex. M.1 to M.4. In every one of these answers it is alleged, that the number of workmen employed varies day by day, that there is not enough work throughout the year, that most of them engage head load workers through contractors, that their work is seasonal and will be available only for a few days in a month, and that the said work is not permanent and is irregular, and of a casual nature depending on factors which cannot be foreseen, and are

beyond control. In other words, it is stated, that the work carried on by head-load labourers, is odd and intermittent and variable, and that because of these factors, employers are obliged to engage workers through contractors. The earnings also vary from day to day as can be gathered from the lists filed by the employers concerned in Ex. M.1 to M.4.

80. On behalf of the employers, Mr. Balakrishna Menon M.W. 1 deposes, that there are three classes of employers viz., steamer agents, Grain merchants and hardware merchants. Different kinds of cargo are handled by these different categories. The Cochin Port is a seasonal port, and there will be maximum work in the monsoon period which is from 15th May to 15th September and during the rest of the time the work is slack. He deposes, that it is not possible to de-casualise labour in the head-load section. He has made investigations regarding the variation in the number of workmen employed under different employers. The employment fluctuates according to demand, and will not remain constant for any period. There are some days on which employers have no work for head-load labour. He cannot affirm that there is work for head-load labourers during all the 365 days in the year. The maximum number employed by any employer on any day is about 50, and the minimum is three. Moreover, unless there is a contractor, labour cannot be controlled, and a minimum amount of work cannot be secured from the head-load labourers who are all engaged in the same kind of work viz., in transporting goods. The evidence of Mr. T. A. Kurian, M.W. 2 employee of Hanse Devesy and Company of Mattancherry, is, that head-load labourers are more casual labourers and that they are employed not by the firms but only by the "moopans". The work varies from day to day. He has no idea as to the number of men engaged by his employer. The "moopan" has been paying wages to the labourers, and there are moopans in almost all business houses in Mattancherry. The amount distributed as wages will be shown and entered in one lump, and not individual wage. The evidence of Mr. C. K. Prabakaran M.W.3 of Govindja Brothers, is, that there are days on which there is no head-load labour work at all. Even on the days on which there is work, it varies from day to day. M.W. 4 is R. V. Varadarajan, an employee of Malabar Steamship Company, New Dholera Steamship Company and National Steamship Company. He says, that whatever head-load work is done by his employers is done through their contractor V. Kunhamad. The wages for head-load labour are paid into his hand. It has been elicited in cross-examination, that P. B. Abdul Rahimankutty was a sub-contractor under their stevedore contractor. This witness makes it clear, that there are days on which there is no work at all for head-load labourers. The wages are paid to the contractor who is called the "moopan". M.W.5 Mr. S. S. Prabhu, the manager of Yogya Pai and Narayana Pai is, that the head-load labourers are a floating body, that on some days, some labourers work, that on other days others work, and that those who worked in 1951 and 1952 are not working for them now, with the exception of two persons K. A. Bava and Raman who have been working for them from about 10 to 15 years. He cannot remember the names of the labourers because they change constantly.

81. With reference to head-load work on Willingdon Island we have the evidence of Mr. P. C. Mathew and Mr Varghese of M/s. Pierce Leslie and Company and Mr. Pattu Iyer of South India Corporation. The evidence of Mr. Mathew is, that head-load labourers in Port Cochin are paid only when there is work and according to piece rates. Likewise in the Island, head-load labourers are paid only by the piece-rate, and they are only casual labourers. The evidence of Mr. Pattu Iyer is, that labour is seasonal and casual. As per contract with the Port, his firm must retain a permanent labour force of 300. The highest number of labourers engaged on any day is about 1,200 inclusive of those engaged in Mattancherry, but exclusive of the 300 labourers he spoke of who are retained as permanent men. His further evidence is, that the 300 men are superfluous, and that no more can be registered as permanent workers. Whenever there is work, the 1,200 men who are registered are given preference.

82. Turning next to the evidence on behalf of the labourers, W.W.2 Hamsakoya who is employed under Chackola Lonappan Palu (101) deposes, that he has no work every day. No muster roll is being maintained. There is a moopan and he receives a wage along with the other workers. He and other employees do not get wages direct from the employer. If there is work to be given by the employer, the workers get work. This witness testifies as follows:—

"The moopan determines the number of persons required for work. We are engaged through him."

The evidence of W.W. 3 Moidu, head-load worker under A. R. Chockalingam (48) is, that he generally reports himself for work every day to the employer.

The workers have nominated another worker to receive wages, but he is not called moopan. W.W.4 Purushothaman states, that he has been working for Sundardas Rathansy (No. 208). Formerly, there was a muster roll being maintained by his firm, but this was discontinued about three years ago. The evidence of W.W.5 Vasu is, that he along with 12 others has been working for Govindjee Bros. He has been working from four years. He admits in cross-examination, that they are paid through moopans. There is no objection for him to work for Govindajee Brothers and if they want to go there, they work there. The moopan does not carry cargo. But he will do other work along with the others. The evidence of W.W.6 Ravindran is, that he is working for Hanse Devse Kathamvala (No. 99) and that 50 persons work in that firm. The witness has not worked for any other employer. W.W.7 Syed Ali states, that he is head-load labourer of A. V. Thomas and Company from about 5 years. He is paid according to piece rate. There is a moopan, and he is paid 10 per cent. of the total wages. His company gives the wages direct to the workers after deducting 10 per cent. due to the moopan. He does not know if there is a factory in the premises of A. V. Thomas and Company. He admits, that the work done in A. V. Thomas and Company is similar to that done in Peirce Leslie and Company. The evidence of W.W.8 Abdul Khader of Bata Company in Port Cochin is, that he is a permanent workman, but that no muster roll is maintained. E. A. Ali, W.W.9 a labourer in Madura Company, employer No. 34, is, that the said company is in Fort Cochin and the work done therein is similar to that done in Bata and Company. In cross-examination he says, that there is a contractor and he pays the workers their cooly. If the workers do not report for work on any day no action can be taken against them. W.W. 10 P. S. Saaanandan works for Peirce Leslie and Company Ltd., in Willingdon Island. His evidence is, that before direct agreement was entered into with the company i.e., Ex. W.16 (the original of which he has signed) all the workers were working under a contractor. He makes the statement that the facilities that workers get now are less than those that they got under a contractor. In spite of this, they wanted that the contractor should go.

63. A consideration of the evidence establishes, that the position taken up by the employers is well justified. There is a large body of head-load labourers who are unskilled, and who are just engaged in the transport of goods from place to place. They are a floating body and it is impossible to introduce any decasualisation scheme with reference to them. The nature of the work that is handled by them is also not constant. It varies from day to day. The evidence also establishes, that it has been the general practice to recruit them and engage them through moopans and pay them their wages through moopans. There are no reasons for disbelieving the evidence of Mr. Balakrishna Menon, that unless there is recruitment of head-load labourers through a moopan, it is difficult to control them or make them do their legitimate work. It is also clear from the evidence that the labourers change from employer to employer. The argument on behalf of the workers, that the contractor, a middle-man is depriving the wage earners of a large part of the earnings, that the contract system should be abolished, and that a scheme of decasualisation should be introduced, is not of any force. He doubts employers like Messrs. Peirce Leslie and Company have put an end to the contract system and have eliminated the contractor. The evidence of Mr. Kotchunni is, that Messrs. Aspinwall and Volkart Brothers have also eliminated the contractor. But W.W. 10 would seem to believe, that this has resulted in a negation of facilities which workers were otherwise enjoying, when they were employed through a contractor. I have also referred to the evidence of some of the witnesses, that the contractor who has been called a 'moopan' in the evidence just receives an ordinary wage like the other workers. The evidence of Mr. Kotchunni is, that a moopan is given one wage as other workers. The employers may also give extra remuneration to him. Messrs. Chakola Lonappan Palu and South India Corporation and Sundardas Babhanse pay extra remuneration to moopans. The further evidence of Mr. Kotchunni is, that some leading firms do not employ head-load labour at all. He admits, that Messrs. Lever Brothers engage Mercantile Marine Services, No. 64 and Moideen Sons No. 61, as forwarding agents, and all the head-load labour is employed by the above said two concerns. He further admits, that he is unable to contradict the statement that Messrs. Lever Brothers do not employ any head-load labour at all. He goes so far as to say, that he has no objection to Messrs. Lever Brothers being struck out of the list of employers, provided, their present contractors, the two firms mentioned above are not removed by the said firm. This really proves, that the existence of the contract system is not necessarily prejudicial to the interests of the workers, and on the contrary establishes the paramount need therefor in respect of certain employers.

84. On behalf of the Cochin Thuramukha Thozhilali Union Ex. W.11 has been produced as the list of head-load labourers, under various employers. The correctness or otherwise of the said list is not a question for determination now. It may be that some of the workers have found employment under the same employer, for sometime. This cannot have any material bearing, on the question of the abolition of the contract system, and the introduction of a decasualisation scheme. It is open to employers to have a permanent force of head-load labourers, as for example, the South India Corporation, which maintains a permanent force of 300 men. This does not, however, lead to the conclusion that the system of recruiting head-load labourers through moopans or contractors as obtaining at present should be put an end to forthwith.

85. In this connection, reference has also been made by Mr. Pai on behalf of the employers to the decision in 1952, II, L.L.J., 470, Bank Line (India) Ltd., and their workmen. There the decision arose with reference to tally clerks, who were found to be an indefinite floating body, and it was held that the contract system could not be abolished. The reasoning therein applies in a large measure to the facts of this case so far as head load labour is concerned.

86. At the same time, it does not necessarily mean that the system of maintaining a muster roll should not be followed. It will be in the interests of every one concerned, that the respective employers should keep a muster roll of the head load labourers whom they employ, whether through contractors or directly, and record therein the names of the labourers, the work done by them, the duration of the said work, the days and dates on which they did work, and the wages paid to them. The evidence discloses, that some firms formerly maintained a muster roll of the head load labourers employed by them, but discontinued it recently. Even though the system of decasualisation cannot be adopted so far as head load labour is concerned, it does not necessarily follow, those workers who have been working under an employer for a long time should be arbitrarily thrown out. The system of maintaining a muster roll on the lines stated above, will act as a check on the summary and arbitrary dismissal of workers and ensure as far as possible a certain measure of continuity of employment. I find on issue No. 7, that the employers employing head load labour, whether through contractors or moopans or otherwise, should maintain a muster roll containing the names of the employees, the wages paid to each of them daily, the dates on which they were employed, and the duration of their employment, and the work done by them.

87. The contention has been put forward on behalf of the workers, that some of the head load labourers are working on a permanent basis under some employers, and that their rights should not be prejudiced in any manner by my finding as above, and especially when a number of petitions under Section 33-A are pending. I have already referred to Ex. W. 11 the list produced by Mr. Raghavan. Whether the workers named therein are permanent head load labourers of the several employers, does not arise for determination at this stage, and there is also no evidence in respect of the same. My finding as above will not affect the rights, if any, of any head load labourer, who claims to be employed on a permanent basis under any of the employers. This will not also affect the rights of either of the parties in the matter of the numerous petitions that have been filed under Section 33-A by several head load workers, and the said petitions will be dealt with on their respective merits.

88. On a consideration of all matters my finding on Issue No. 4 Part 2 is, that the contract system cannot be abolished or eliminated in the matter of recruitment of head load labour, and that a scheme of decasualisation in respect of such labour cannot be introduced at present. This is, however, subject to the adoption of muster roll system referred to above, in paragraph 86.

89. I shall next deal with the several detailed contentions that have been put forward in respect of head load labourers.

90. *Issue No. 8-A and No. 18 (No. 9 Distribution of unemployment dole).*—In the statement filed on behalf of the Cochin Thuramukha Thozhilali Union, it is alleged, that throughout the year the workers depend upon their employers for work, that sometimes they are thrown out of employment due to no fault of theirs, and that an unemployment allowance of Rs. 20/- should be paid to each worker. The Cochin Port Cargo Labour Union claims, that the distribution of unemployment dole will not arise, if 16 days work with full wages, and ten days attendance wages are guaranteed. The evidence of Mr. Kothchunni is, that if there is work a man may earn about Rs. 5/- to Rs. 6/- per day but on some days he does not earn even 4 annas. The evidence of Mr. Pattu Iyer is, that on days on which the 300 workers who are retained permanently have not worked Rs. 2-8-0 is paid to

each worker. This system followed by the South India Corporation is based on an agreement with the workers, and cannot apply to the entire band of head load workers. It is suggested on behalf of the employers, that ordinarily the number of head load labourers is about 10,000. Mr. Kotechunni admits, that they are atleast 1000. When there can be no system of decasualisation, and when it is not possible to introduce such a system, the claim for payment of unemployment dole or allowance cannot be sustained. The said demand is accordingly rejected.

91. *Issue No. 8(b): Payment of Pension or Gratuity.*—There is a demand for payment of pension or gratuity to disabled or incapacitated workers with 20 years service. The demand by the Cochin Thuramukha Thozhilali Union is, that pension at the rate of half month's salary should be paid to disabled workers with 20 years of service. In the alternative gratuity at the rate of 2 months salary for every year of service is claimed. There is no evidence with reference to this matter also. When the system of decasualisation is found not practicable, and there is no fixity of ten— it is hardly possible to hold that the system of paying pension or gratuity can be adopted. This demand also is rejected.

92. *Issue No. 17: (8, Stacking of bags).*—The Cochin Thuramukha Thozhilali Union alleges, that not more than 15 bags should be stacked in a layer, to avoid danger caused by falling of bags. A similar demand is made by the Cochin Port Cargo Labour Union also. The evidence of Mr. Kotechunni is, that stacking is done upto 20 to 25 bags height in Mattancherry now. Stacking more than 15 bags is not advisable, because workers have to step up over the bags, and the buildings are unsafe. At the transit shed in the Island, stacking is not done for more than a height of 15 bags. Accidents are occurring on account of falling of bags, by overstacking. In cross-examination he admits, that during the last six months there have been no accidents as a result of stacking over 15 bags. But during the last one year there were 3 accidents. The workers involved in the accidents were given some massaging. The evidence of M.W. 4 Mr. Varadarajan is, that there are seven godowns belonging to his firm, and normally stacking is done upto 25 bags. There may be one or two tiers above the height of the wall. The stacking of 25 bags is not dangerous in a large godown. The godown of his firm, is about 125 feet long and 60 feet broad, and the height of the wall is 16 feet to 18 feet. There was no accidents at all in his godown as a result of stacking upto 25 bags, and it is not unsafe to so stack bags in large godowns like those of his firm. I am not prepared to accept the evidence of Mr. Varadarajan about the general practice of stacking over 15 bags. The evidence of Mr. Kotechunni proves, that in transit sheds in the Island stacking is not done for more than a height of 15 bags. It is admitted on all hands that in Mattancherry the godowns are old and that there is not enough room therein. Mr. Balakrishna Menon, M.W. 1 deposes, that if there is sufficient space, it will be safer to limit the stacking up to a height of 15 bags. I accept the evidence of Mr. Balakrishna Menon a highly respectable witness. The fact that Mr. Kotechunni's evidence shows, that there have been few accidents is no reason for allowing stacking to a height of more than 15 bags. The stacking of bags in a tier in a godown either in the Island or Mattancherry shall be limited to 15, and no bags shall be stacked in a layer or tier to a height of more than 15 bags in a godown.

93. *Issue No. 15: (6, Abolition of use of wooden planks for transporting cargo).*—It is alleged in the statement filed by the Cochin Thuramukha Thozhilali Union, that sometimes wooden planks are used as a bridge to connect the lighter with the shore, that shore workers have to carry head loads over this bridge, that this has proved to be dangerous, and that it should be abolished. In the statement filed by the Cochin Port Cargo Labour Union, it is alleged, that the system of using wooden planks for transporting cargo is dangerous, and that they should be replaced by safer materials. There is no evidence let in on either side with reference to this question. No alternative suggestion has been made on behalf of the workers by Mr. Kotechunni, or by the other workers in their evidence, as to the manner in which this operation should be carried on. However, it is necessary that sufficient safeguards should be provided for carrying out the operation of transporting cargo from the lighters, to the shore. In the statement of arguments Ex W. 44 page 6 filed on behalf of the Cochin Port Cargo Labour Union, dated 11th January 1954, with reference to Issue No. 15, it is stated as follows:—

"It is a common sense problem and the only demand is the safety of the workers. Generally speaking, the following precautions should be taken (a) the planks should not slip (b) they should be wide enough so that the worker should not slip his steps (c) they should be strong enough and should not break during the process."

It seems to me, that the suggestion made above is reasonable and should be accepted. I find, that the above precautions in the matter of use of wooden planks for transporting cargo should be observed.

94. *Issue No. 11: (Ban on workers carrying upstairs any article weighing more than 50 lbs).*—It is alleged by the Cochin Thuramukha Thozhilali Union, that it is necessary to limit the maximum weight of the articles to be carried upstairs by the workers, that sometimes they are asked to carry very heavy loads, and that this is fraught with danger to them, and that there should be a ban on workers being made to carry upstairs loads of more than 50 lbs. It is in the evidence of Mr. Mathew, M.W. 6, that head load labourers in this port carry loads on their head, whereas in Madras they carry loads on their back. The evidence of Mr. Balakrishna Menon is, that normally able bodied men can carry easily a standard bag of 160 to 166 lbs. over a distance of 75 yards, and they carry much loads even longer distances. There is no evidence on either side with reference to this particular operation. However, I find, that the demand by the workers may be limited to packages over 56 lbs. I find, that no single head load worker should be made to carry a load of more than 56 lbs. at a time while carrying the same upstairs.

95. *Issues Nos. 9, 10, 12, 13, 14 and 16: (Demands Nos. 1, 2, 4, 5, 7).*—The next question is with reference to fixation of wages for head load labour.

96. It is alleged by the Cochin Thuramukha Thozhilali Union, that basic wages have not been fixed for head load workers, that a basic salary of Rs. 115/- per month should be fixed and the provisions of the Factories Act applied, and that wages as shown in the list should be paid. In the statement of demands of the Cochin Port Cargo Labour Union, it is alleged, that a time rate of Rs. 4/- per head per shift, and 10 annas extra for the head coolies with a guarantee of 16 days full wages and 10 days attendance money, should be granted, or a daily wage cum piece rate, with a monthly minimum of Rs. 75/- for an ordinary labourer and Rs. 90/- for the head coolies, should be fixed. There is also a demand that piece rates should be increased by 50 per cent. Extra wages should be paid for work on Sundays, and on other days which should be declared holidays. For those working at the Willingdon Island, an Island allowance of 12 annas per day per head should be paid. In Ex. W 44 it is alleged, that the condition of workers is appalling, that the highest average weekly earnings of a head load worker in 1953 is Rs. 22/- at Willingdon Island, that the general average is below Rs. 10/- and that head load workers should be paid at the rate and in the manner laid down in the statement of demands.

97. The contention on behalf of the employers is, that the rate of wages obtaining immediately before the middle of May of 1951 are reasonable and adequate and compare favourably with wages obtaining in the area that subsequent changes were due to threats and strikes and slow-down tactics, and that wages that prevailed prior to 1951 should be restored. In any case, it is alleged, that the prevailing rates of remuneration are fair and adequate, and need no revision.

98. The demand put forth in respect of wages, by the Cochin Thuramukha Thozhilali Union shows, that piece rate wages are asked for. It is clear from the evidence also that the wages are paid on a piece rate basis for many operations. There is no dispute before me, that the system of paying by piece rates should be followed except in a few cases.

99. It is common ground, that in fixing wages distinction must be drawn between (1) The Willingdon Island and (2) Mattancherry.

100. In the first place, I shall deal with the rates, that should be paid in the Willingdon Island.

101. When dealing with this question, it must be stated, that so far as the South India Corporation is concerned, the position is different, as there are agreements entered into with workmen. The following remarks will not apply to the South India Corporation, with which I shall deal later.

102. On behalf of the employers Ex. M. 9 is produced as a comprehensive list of rates for various operations. It is mentioned in the preamble that the operations performed are classified in schedule I, that the types of cargo handled are classified in Schedule-II, and that different standardised rates have been shown for each category of work in Schedule III. It is asserted that the rates work out at a flat rate of about 5 annas per ton.

103. According to the evidence of M.W. 6 Mr. Mathew, who is Mercantile Assistant of Messrs. Peirce Leslie and Company, Ex. M. 9 contains standardised rates for Willingdon Island. He helped in the preparation of the rates. A committee of the Chambers prepared the schedules. Though he was not a member of the committee, he was invited to render technical assistance. The committee took into consideration all the rates available in the area. Ex. M 8 and M. 8(a) are lists

showing the several rates paid by his firm Messrs. Peirce Leslie and Co., for various types of operations on Willingdon Island. Mr. Mathew explains that all the rates were simplified and put in a standardised form in Ex. M. 9. The standardised rates in Ex. M. 9, are less than the rates adopted by his firm as shown in Ex. M. 8 and M. 8(a) by about 15 per cent. In the matter of certain individual items, the rates of some companies may be higher and of some companies may be lower, than the rates in Ex. M. 9. In cross-examination, he deposes, that Ex. W. 15 is the agreement, and Ex. M. 8(a) is the schedule of rates agreed upon with the Cochin Thurmukha Thozhillali Union by his firm. He does not believe that the standardised rates will be difficult to follow. He explains that all the incongruities and anomalies were removed, that an average of all the rates prevailing was taken into account, and that the rates were standardised in Ex. M. 9. Mr. Verghese M.W. 7 is the Chief Labour Officer of Messrs. Peirce Leslie and Company. He retired as the Commissioner of Labour of the Travancore Cochin State Government. He was a convener of the committee formed by the Cochin Chamber of Commerce for standardising rates. Mr. Murphy of Messrs. Aspin Walls Co., Ltd., Mr. Sim of Messrs. Harrison and Crossfield, Mr. May of Madura Company, and Mr. Shakur of Volkart Brothers, and himself were the members of the Committee. Mr. Balakrishna Menon M.W. 1 and Mr. Pattu Iyer of the South India Corporation, were co-opted to the committee. The rates were then standardised with the assistance of technical men like Mr. Mathew. They standardised the rates, because of the bewildering mess of existing rates, given by individual employers. The committee thought, that the categories of cargo should be brought down to the minimum, and that the rates should be standardised so as also to admit of new items being fitted into the scheme without difficulty. Mr. Verghese explains the method by which the rates were standardised. He states, that a comparative tabulated statement of all the employers and rates was prepared, that they made out a schedule of cargoes containing the irreducible minimum of categories with special reference to the weight and shape of packages, and that the most common and widespread rate that was prevailing, was taken as the standard rate. If the scheme contained in Ex. M. 9 is made the steel frame for headload workers, it will lead to efficiency, and also give labour an economic wage and a decent wage. Each worker will get on an average Rs. 5/- or Rs. 6/- per day. It is admitted that no labour organisation was consulted. Mr. Verghese however mentions that in preparing Ex. M. 9 the interests of employers, labourers, and the Port, were kept in mind.

104. The evidence of Mr. Kotchunni is, that the existing head-load labour rates as fixed by Messrs. Peirce Leslie and Company, as shown in Ex. M. 8 and M. 8(a) are not questioned. He is willing to accept these rates for labour in the island, except in respect of some operations. These are:—

- (i) For single marking Re. 1/- should be giving as against 5 annas.
- (ii) For taking delivery from Harrison and Cross fields, the rate must be Rs. 3-2-0 as against Rs. 1-7-6.
- (iii) For loading and unloading tea chests into and from wagons Rs. 5-10-0 per 100 chests, must be paid as against Rs. 3-7-0.
- (iv) If workmen did work after 6 P.M., 33 and 1/3 per cent. should be given extra as against 8½ per cent.
- (v) For working on Sundays, double the ordinary rate should be given.

105. There is next the evidence of W.W. 10, P. A. Sadananthan an employce of Peirce Leslie and Company. He says that he is working in the company for the last 13 years. He speaks to the agreement entered into with workers on 22nd February 1953 i.e., Ex. W. 16. He mentions, that work as in Peirce Leslie's is done by Messrs. Volkart Brothers, Harrison and Crossfield, Matheson Bosanquet, Sitaram Ware House, A. V. Thomas and Company, and Sorajbi's. The said companies have adopted the rates of Messrs. Peirce Leslie's. He then gives a list of various rates for different kinds of work, and mentions that except in respect of the disputed items referred to by him, all the other rates are acceptable. It may be stated, that for certain items not referred to by Mr. Kotchunni, this witness wants enhanced rates. He further deposes, that for work after 6 P.M., 8 per cent. is paid. He demands at least 50 per cent of the ordinary rates as extra wages for work after 6 P.M. When D. S. Cursetjee and Sons were doing the work now being done by Peirce Leslie's, double wages were being paid for working after 6 P.M., and on Sundays. He further says, that such double wages were being paid when Abdulrahmankutty was the contractor.

106. From the evidence on behalf of the workers, it is fairly obvious, that the rates of wages as paid by Messrs. Peirce Leslie and Company are acceptable to them, except in relation to certain items. The evidence of Mr. Mathew and Mr.